



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

AGENDA REPORT

TO: Honorable Mayor and Members of City Council

FROM: Ben Harvey, City Manager

MEETING DATE: May 2, 2018

SUBJECT: Draft Initial Study/Mitigated Negative Declaration, Multi-Year Car Auction Agreement and Golf Course Improvements

CEQA: Initial Study/Mitigated Negative Declaration

RECOMMENDATIONS

1. Adopt an Initial Study/Mitigated Negative Declaration for improvements and a walking trail at Pacific Grove Golf Links, approve findings and authorize the Notice of Determination. Findings include:
 - 1) The event complies with all City zoning specifications under the Municipal Code and General Plan;
 - 2) The event is a “pertinent and compatible” use with the golf course;
 - 3) No detriment or injury results to health, safety, peace, morals, comfort or general welfare of persons residing or working near the golf course, or to property and improvements on or near the golf course, and;
 - 4) The event is compatible with Open Space-Recreational use.
2. Authorize the City Manager to enter into a five-year agreement with Worldwide Auctioneers for annual car auctions at Pacific Grove Golf Links.
3. Authorize the City Manager to enter into an agreement with D.H.R Construction Inc., for the grading, filling, walking and cart path realignment of the 18th Hole of Pacific Grove Golf Links in an amount not to exceed \$129,000 plus a 10% contingency.

BACKGROUND

In 2017, the City Council authorized the City Manager to enter into an agreement with Worldwide Auctioneers for a car auction special event at the Pacific Grove Golf Links, which successfully took place during the August Car Week on the 18th Hole. Well-attended and enjoyed by residents and visitors alike, the event was successful for an initial-year offering, especially considering that it was planned and implemented in a compressed time period.

Based upon the success of the 2017 car auction, Worldwide Auctioneers approached the City about the possibility of entering into a multi-year car auction agreement. Upon concept approval from the City Council at the December 6, 2017 meeting, the proposal was then taken to the Golf Links Advisory Committee (GLAC). At their January 10, 2018 meeting, the GLAC voted in support of the proposal.

With concept approval from both the City Council and GLAC obtained, negotiations for a multi-year agreement between the City and Worldwide Auctioneers commenced. Worldwide Auctioneers advised the City that leveling the golf course at the 18th Hole would eliminate their need to engineer the flooring for their temporary auction tents, improve ingress/egress issues, and reduce the potential for damages to vehicles. The City advised Worldwide Auctioneers that they would need to be responsible for the estimated costs of leveling the 18th Hole, and that as part of this effort, a walking trail along Asilomar Boulevard would need to be created to provide an additional community benefit. The preliminary cost estimate for the improvements at the golf course –the leveling of the 18th Hole, the corresponding cart path realignment, and the addition of the walking trail, came to approximately \$100,000. Worldwide Auctioneers agreed to reimburse the City for the \$100,000 estimated cost plus five percent interest over the duration of the proposed 5-year agreement.

GOLF COURSE IMPROVEMNTS

The golf course improvements involve grading, filling and cart path realignment of the 18th Hole of Pacific Grove Golf Links, as well as the installation of a pedestrian walkway along Asilomar Boulevard. The purpose of the cart path realignment is to move the cart path to the side of the hole so it is not in view as one tees off, and to better allow for the smoothing of the rough and fairway in front of the tee. The City's desire to smooth the rough and beginning of the fairway, along with relocating the path better provides for the opportunity to host special events (such as the car auction) on this portion of the golf course. A flat, walkable surface is optimal for such opportunities.

The project also consists of the construction of a pedestrian pathway along Asilomar Blvd. The City put the project out to bid on March 26, 2018 and opened sealed bids for the project on April 24, 2018. The City received one bid for the project from D.H.R. Construction, Inc. for a price of \$128,958.15 plus a 10% contingency. The scope of the project at the golf course is very specialized, and D.H.R. Construction is a leader in the golf course construction industry along the West Coast and Hawaii. They come highly recommended, with highly experienced supervisors that ensure the work is done correctly with minimal disruption to the golf course during construction.

A Coastal Development Permit (CDP) application for the proposed work has been submitted to the California Coastal Commission (Coastal Commission) for consideration. Coastal Commission staff have been receptive to the proposal, particularly encouraged that the City has completed a draft Initial Study/Mitigated Negative Declaration as part of the effort.

CEQA

The City of Pacific Grove is the Lead Agency for the proposed project evaluated in the Initial Study/Mitigated Negative Declaration (IS/MND). The [Draft IS/MND](#) has been available at the Community and Economic Development Department, the Pacific Grove Public Library, and is also available on the City's website.

The CEQA Document provides objective information to assist the decision-makers and the public at large in their consideration of the environmental consequences of the proposed project. The public review period provides all interested jurisdictions, agencies, private organizations, and individuals the opportunity to submit comments. The Notice of Intent and the Draft IS/MND were circulated for public review. The public review period for the Draft IS/MND began April 2, 2018 and

concludes on May 2, 2018 at 4:00 PM. The State Clearinghouse received and posted the Draft IS/MND on April 2, 2018.

Pursuant to CEQA, the environmental document evaluated the following impacts: (1) aesthetics; (2) agricultural resources; (3) air quality; (4) biological resources; (5) cultural resources; (6) geology/soils; (7) greenhouse gas emissions; (8) hazards and hazardous materials; (9) hydrology and water quality; (10) land use and planning; (11) mineral resources; (12) noise; (13) population and housing; (14) public services; (15) recreation; (16) transportation/traffic; (17) tribal cultural resources; (18) utilities and service systems and (19) mandatory findings of significance.

The City received and evaluated comment letters from members of the public who reviewed the Draft IS/MND. Although CEQA Guidelines Section 15074 does not require a written response to public comments for MNDs, the City prepared written responses describing the disposition of significant environmental issues raised. The responses provide adequate, good faith and reasoned answers to the comments. The City reviewed the comments received and has determined that the comments do not add significant new information to the Draft IS/MND, regarding adverse environmental impacts. The City has based its actions on full appraisal of all viewpoints concerning the environmental impacts identified and analyzed in the Draft IS/MND. The responses to the comments on the Draft IS/MND clarify and amplify the analysis in the document.

The Mitigation and Monitoring Reporting Program (MMRP) includes all of the mitigation measures identified in the CEQA document and has been designed to ensure compliance during implementation of the project. The MMRP provides the steps necessary to ensure that the mitigation measures are fully enforceable. The MMRP designates responsibility and anticipated timing for the implementation of mitigation; the City will serve as the MMRP Coordinator.

FISCAL IMPACT

The Golf Course Enterprise Fund does not currently have sufficient funds available for this project; however the General Fund can loan the Golf Course funds to support this contact. Approval of this project will impact the available General Fund balance by \$129,000; however \$100,000 is subject to reimbursement through a five-year agreement with Worldwide Auctioneers at an interest rate of 5%. This loan could be considered strategic, as the interest rate of 5% is greater than the yield on the City's investment portfolio; and it is not anticipated to require use of the General Fund reserves. Staff is requesting preliminary approval to amend the budget to reflect this change, with an ordinance presented at the Fiscal Year 18/19 budget hearings on May 16, 2018.

It should be noted that the preliminary estimate for the golf course improvement was \$100,000. This amount was agreed to during negotiations with Worldwide Auctioneers as a multi-year reimbursement to the City, with five-percent interest. However, due to the City's aggressive schedule to complete the golf course improvement with ample time prior to the August car auction, it has been deemed necessary to sod the areas where the grading and filling will occur (instead of seeding), thereby increasing overall cost of the project.

It is anticipated that the golf course improvement will enhance play at the Pacific Grove Golf Links, and CourseCo (the City's golf course operator), has been approached about potentially funding a portion of the improvement costs. Further, the golf course improvement will allow for potential

future special event opportunities at the 18th Hole, which potentially could generate additional revenue for the City, also helping to defray the improvement cost.

OPTIONS

1. Do nothing.
2. Provide alternative direction.

GOAL ALIGNMENT

Recreation and Infrastructure (Improve City Walkability)

ATTACHMENTS

1. Proposed Final Initial Study/Mitigated Negative Declaration
 - a. Public Comments and City Response
 - b. Mitigation and Monitoring Reporting Program
2. Agreement with Worldwide Auctioneers

RESPECTFULLY SUBMITTED,



Ben Harvey
City Manager

CITY OF PACIFIC GROVE

AUTO AUCTIONS AT PACIFIC GROVE MUNICIPAL GOLF COURSE

INITIAL STUDY & MITIGATED NEGATIVE DECLARATION



**CITY OF PACIFIC GROVE
300 FOREST AVE.
PACIFIC GROVE, CA 93950**

**PROPOSED FINAL
APRIL 26, 2018**



CITY OF PACIFIC GROVE
300 FOREST AVENUE
PACIFIC GROVE, CALIFORNIA 93950
TELEPHONE (831) 648-3190 FAX (831) 648-3184

INITIAL STUDY/ENVIRONMENTAL CHECKLIST FORM

changes shown with red underline and ~~strikeout~~

1. Project Title: Auto Auctions at Pacific Grove Municipal Golf Course

Permit Type: Concession Agreement

2. Lead Agency Name and Address: City of Pacific Grove, 300 Forest Ave., Pacific Grove, CA 93950

3. Lead Agency Contact Person and Phone Number: Daniel Gho, Public Works Director, T: 831-648-5722 E: dgho@cityofpacificgrove.org

4. Project Location: Pacific Grove Municipal Golf Course, 77 Asilomar Ave., Pacific Grove, Monterey County, CA.

5. Project Applicant(s): Worldwide Auctioneers

6. General Plan (GP)/Land Use Plan (LUP) Designations: GP: Open Space (OS); LUP: Open Space-Recreational (OS-R)

7. Zoning: Open Space (OS)

8. Description of the Project: The proposed project is a concession agreement for a series of five annual collector car auctions (one per year) to be conducted at the Pacific Grove Municipal Golf Course (**Figure 1 – Location Map**) as well as minor improvements to pathways, and leveling and resodding of the project area prior to the 2018 event. The agreement would allow a total of five events during 2018 – 2022 with the first event occurring in August 2018. Each event would be a 1-day auction with viewing of the vehicles for approximately two days prior to each auction. Event set-up and tear-down would occur immediately prior to and after the events. The total duration of activity on-site from beginning of set-up to completion of tear-down for each event would be approximately 12 days. Approximately 500 guests would be expected to attend each event, with approximately 80 vehicles and/or motorcycles offered for auction. The auctions would occur inside

two tents placed along Asilomar Avenue near the intersections with Surf Avenue and Shell Avenue (**Figure 2 – Site Plan**).

Complimentary valet parking would be provided for event attendees at the Pacific Grove Municipal Golf Links Clubhouse and the 16th fairway, on-street parking along Asilomar Avenue near the Golf Club, as well as the Point Pinos Lighthouse parking area. Parking spaces on Asilomar Avenue would be marked off as reserved for the event. Additionally, the Chamber of Commerce would provide shuttle busses during the day of the event between the auction site and downtown hotels and parking garages. Signage and ~~or~~ temporary barriers are proposed to inform attendees that event parking is not permitted in the coastal pull-outs, along Ocean View Boulevard, or in residential areas. City Police Department staff would provide traffic and parking control on event days.

Temporary nighttime lighting would be provided for safety in the event area and positioned so as not to shine directly toward the residences to the east of Asilomar Avenue or toward Crespi Pond on the golf course property to the west.

Prior to the first event in August 2018, a new pedestrian pathway along Asilomar Avenue and a realigned pathway on the golf course are proposed to be installed, as illustrated in **Figure 3**. The area where leveling and resodding is proposed is shown in **Figure 4**.

9. Surrounding Land Uses and Setting: *(Briefly describe the project's surroundings)*

The project site is located on a portion of Pacific Grove Municipal Golf Course, south of Ocean View Boulevard and west of Asilomar Avenue. The project site is within in the Coastal Zone and is designated an Archaeologically Sensitive Area with a Low Land Habitat Sensitivity (Lawn) in the Local Coastal Program. To the east, across Asilomar Avenue, is a single-family residential neighborhood and to the south is Point Pinos Lighthouse.

10. Other public agencies whose approval is required: California Coastal Commission (~~site leveling and pathways only~~)

Figure 1 – Location Map



Figure 2 – Site Plan



Figure 3 – Pathway Plan

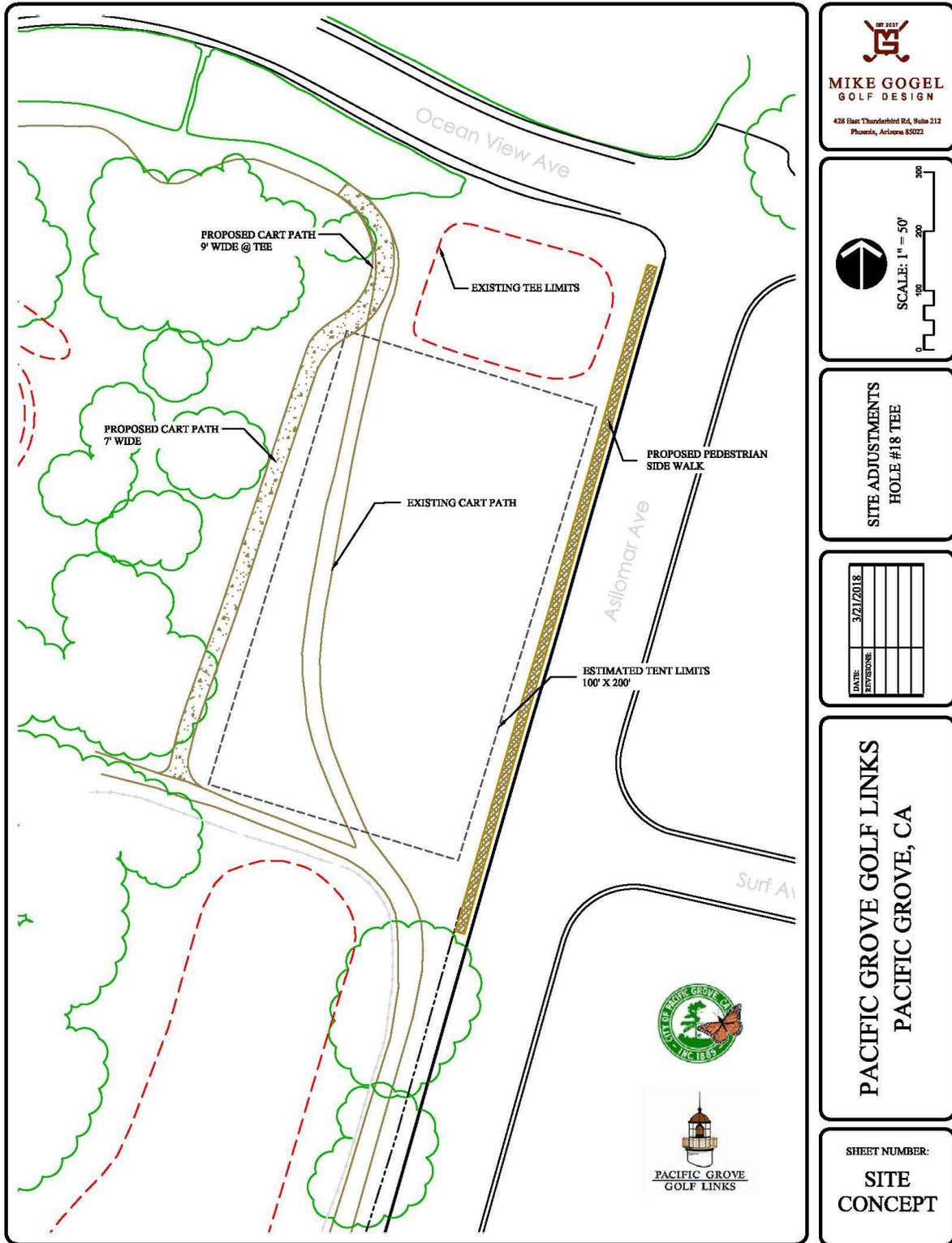
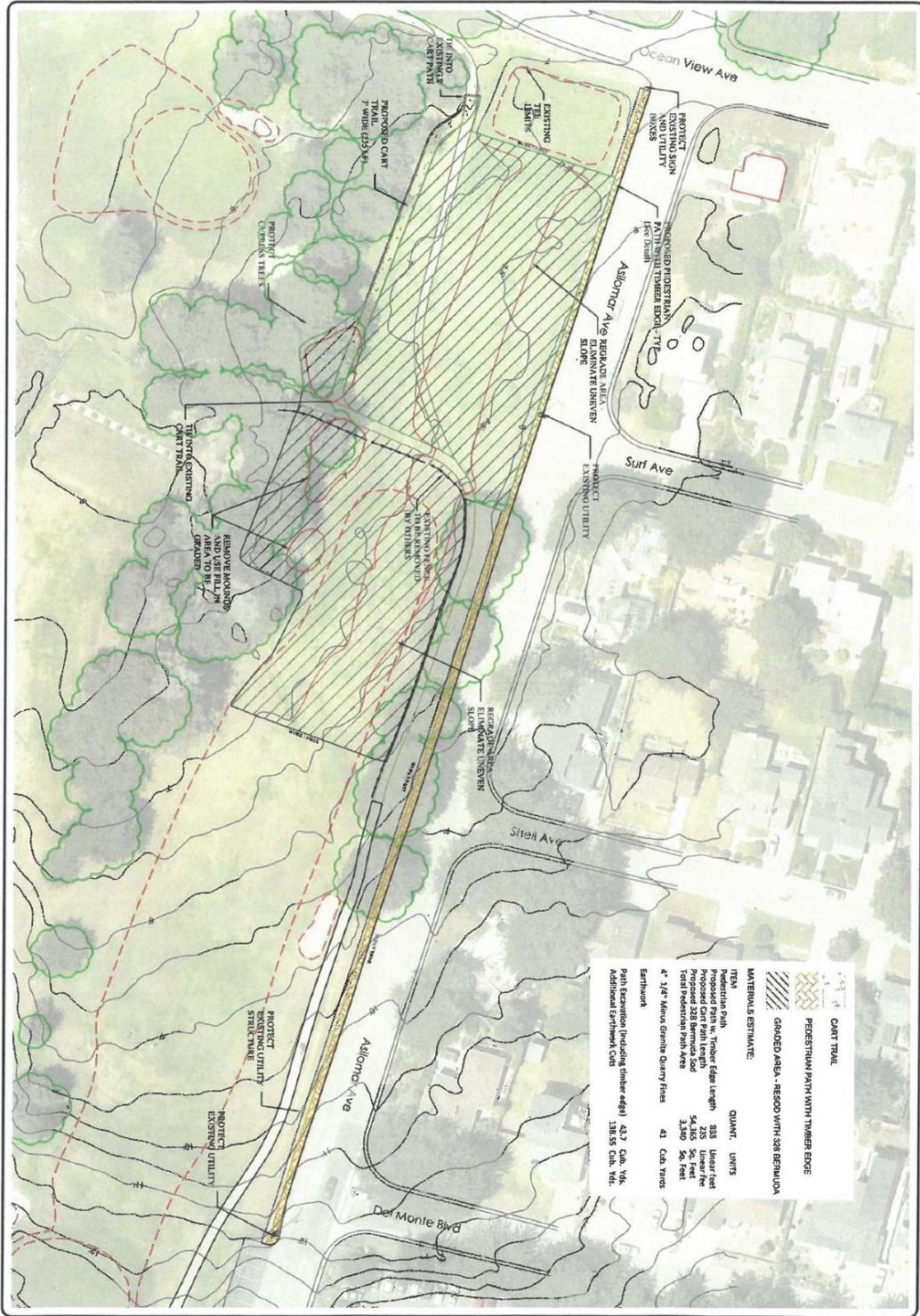


Figure 4 – Concept Plan



			<table border="1"> <tr> <td>DATE</td> <td>3/24/2018</td> </tr> <tr> <td>BY</td> <td>MM</td> </tr> <tr> <td>CHECKED</td> <td></td> </tr> <tr> <td>DATE</td> <td></td> </tr> </table>	DATE	3/24/2018	BY	MM	CHECKED		DATE		<p>CONCEPT PLAN HOLE #18</p>	<p>SCALE: 1" = 50'</p>	<p>MIKE GOGGEL GOLF DESIGN 2077 Pacific Grove, CA 95026 Phone: (408) 342-2222</p>
DATE	3/24/2018													
BY	MM													
CHECKED														
DATE														

Environmental Factors Potentially Affected:

The environmental factors checked below (✓) would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gases		Population/Housing
	Agriculture and Forestry Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance
	Tribal Cultural Resources				

DETERMINATION: On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	✓
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	



Mark Brodeur, Community & Economic
Development Director
City of Pacific Grove

March 30, 2018

Date

CEQA Environmental Checklist

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not National Environmental Policy Act (NEPA), impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

Evaluation of Environmental Impacts:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063I(3)(D)). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures

based on the earlier analysis.

- c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significance

I. AESTHETICS

A. Would the project have a substantial adverse effect on an identified scenic vista?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B. Would the project substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C. Would the project substantially degrade the existing visual character or quality of the site and its surroundings?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

D. Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

DISCUSSION

Item A, B and C: The Pacific Grove Local Coastal Program’s Land Use Plan (LUP) Policy 2.5.4.1 designates the Lighthouse Reservation Lands as a scenic resource, and development within this area could have potentially significant impacts on scenic vistas. However, the proposed project is a series of temporary events with no permanent buildings or long-term uses. As noted in the Project Description, tents would be erected to provide shelter for vehicles and participants during the events and would be removed upon conclusion of each event. There are no state scenic highways within the City of Pacific Grove, and no long-term changes to physical conditions at the site would occur. The short-term nature of the project would reduce potential impacts to a level that is less than significant.

Item D: Exterior nighttime lighting has the potential to produce substantial amounts of light or glare unless the light source is shielded and intensity is kept at levels to sufficiently limit glare. Mitigation Measure AES-1 would substantially reduce the potential for impacts due to light and glare. This mitigation measure, along with the short-term nature of the project, would reduce impacts to a level that is less than significant.

Mitigation Measure

AES-1. All temporary light fixtures shall be placed to direct light rays onto the event site and the lighting intensity shall be limited to the minimum necessary for public safety, as determined by the Public Works Director.

II. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:

A. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

B. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

C. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code

section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D. Result in the loss of forest land or conversion of forest land to non-forest use?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

E. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Items A, B, C, D, E: According to the California Department of Conservation’s Farmland Mapping and Monitoring Program, the project site is located on land identified as *urban and built-up land*.¹ There are no agriculture or forestry resources within or surrounding the project site, therefore no impact would occur.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

A) Conflict with or obstruct implementation of the applicable air quality plan?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

¹ http://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2014/mnt14_no.pdf

B) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

D) Expose sensitive receptors to substantial pollutant concentrations?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) Create objectionable odors affecting a substantial number of people?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Items A, B, C, D, E: The City of Pacific Grove is located in the Monterey Bay region of the North Central Coast Air Basin (NCCAB). The Monterey Bay Air Resources District (MBARD) is responsible for developing regulations governing emissions of air pollution, permitting and inspecting stationary sources, monitoring air quality, and air quality planning activities within the NCCAB. The 2012-2015 Air Quality Management Plan (AQMP) outlines the air quality regulations for Pacific Grove and the rest of the MBARD. The proposed project is a series of temporary events and would not conflict with the adopted growth forecast or MBARD requirements; therefore, it would not conflict with or obstruct implementation of the AQMP.

During installation of pathways, site leveling and resodding, and setup of the tents and facilities, air pollutants such as dust and equipment exhaust may be generated; however, existing regulations (e.g., dust suppression and equipment emissions requirements) would substantially reduce such emissions.

Required compliance with existing regulations, as well as the small scale and temporary nature of the proposed project, would reduce potential air quality impacts to a level that is less than significant.

A sensitive receptor is generally defined as a location such as a residence, school, retirement facility, or hospital, where sensitive populations (e.g., children, the elderly, and people with respiratory or related health problems) could reasonably be exposed to continuous emissions. Single-family homes are located in the project vicinity to the east. Required compliance with the existing regulations discussed above, as well as the small scale and temporary nature of the proposed project, would reduce potential air quality impacts to sensitive receptors to a level that is less than significant.

Odors generated by the proposed project could result from diesel exhaust during installation of pathways, site leveling and resodding, and transport of equipment and auction vehicles to the site. Required compliance with existing emissions regulations, and the small scale and temporary nature of the project would reduce these impacts to a level that is less than significant.

IV. BIOLOGICAL RESOURCES

Would the project:

A. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the [California Department of Fish and Wildlife](#) or [U.S. Fish and Wildlife Service](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

B. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the [California Department of Fish and Wildlife](#) or [US Fish and Wildlife Service](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

C. Have a substantial adverse effect on federally protected wetlands as defined by [Section 404 of the Clean Water Act](#) (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

		✓		
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D. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

E. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

F. Conflict with the provisions of an adopted [Habitat Conservation Plan](#), [Natural Community Conservation Plan](#), or other approved local, regional, or state habitat conservation plan?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Items A, B, C, D, E: The Lighthouse Reservation area, in which the proposed project site is located, is identified in the City of Pacific Grove’s General Plan and Local Coastal Program Land Use Plan as a land habitat of low sensitivity (lawn). The temporary auction facilities would be located on turf portions of the golf course property, where no sensitive species or habitat is present.

Several mature trees are located along the west side of Asilomar Boulevard adjacent to the proposed cart path. No tree removal or modification is proposed in connection with the project. Damage to tree roots would not be anticipated because no excavation would be required. The existing walkway is below street level and decomposed granite would be added as fill to bring the walkway up to the level of the existing curb. Furthermore, if any tree roots were encountered during construction, the City’s standard process would be for the City Arborist to determine appropriate actions to protect the trees. As a result, potential impacts to trees would be less than significant.

The nearest area with biological sensitivity is Crespi Pond, located between the 16th and 17th holes of the City of Pacific Grove Municipal Golf Course approximately 350 feet west of the project site. Crespi Pond is a wetland that supports a significant patch of dense freshwater marsh vegetation dominated by broad-leaved cattail and California bulrush, and also provides foraging and nesting

habitat for local and migratory birds as well as other native species. Crespi Pond is part of the City-designated Lighthouse Reservation and golf course, identified as an area of Scientific and Ecological Significance.² The pond is also considered an Environmentally Sensitive Habitat Area under the Coastal Act.³



American coot (Fulica americana) at Crespi Pond (Photo credit Nature ID)

The City's Draft LCP Land Use Plan includes Policy MAR-2:

Wetlands including Crespi Pond and the Majella Slough riparian area shall be considered as Environmentally Sensitive Habitat Areas, and governed by Coastal Act policies 30233, and 30240. No alteration of freshwater wetlands (including Crespi Pond and Majella Slough) shall be allowed, except for maintenance dredging and similar activities essential for restoration and/or enhancement of natural habitats, as well as other uses and development specified in the Biological Resources and Environmentally Sensitive Habitat Areas chapter of this Land Use Plan, and only where there is no feasible less environmentally

² Draft City of Pacific Grove LCP LUP, February 2017, p. 55

³ *ibid*, p. 45

*damaging alternative and where feasible mitigation measures have been provided to minimize adverse environmental effects.*⁴

Crespi Pond is dredged typically every other year to maintain a balance of 70% open water and 30% vegetation and reduce eutrophication in the pond in accordance with Coastal Development Permit Waiver (No. 3-14-0375).⁵ The following mitigation measure would ensure that no activity would occur in or immediately adjacent to Crespi Pond, and would reduce potential impacts on biological resources to a level that is less than significant.

Mitigation Measure

BIO-1. Prior to commencement of any event activities, temporary fencing shall be installed to prevent encroachment into the area near Crespi Pond in a manner meeting the approval of the Public Works Director. The fencing shall remain in place throughout the duration of the event, and event staff shall ensure that all activities are conducted within the perimeter fence.

Item F: The proposed project is not located within a Habitat Conservation Plan, Natural Conservation Community Plan, other local, regional, or state habitat conservation plan. No impact would occur.

V. CULTURAL RESOURCES

Would the project:

A. Cause a substantial adverse change in the significance of a [historical resource](#) as defined in [§ 15064.5](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B. Cause a substantial adverse change in the significance of an archaeological resource pursuant to [§ 15064.5](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

C. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

⁴ Ibid, p. 45

⁵ DDA, Inc., Crespi Pond California Red-Legged Frog Second Effort Pre-Dredging Survey, October 27, 2015

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

D. Disturb any human remains, including those interred outside of dedicated cemeteries?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

DISCUSSION

Item A: Point Pinos Lighthouse is located approximately 850 feet south of the project site adjacent to the golf course. Dating from 1855, it is the oldest working lighthouse on the Pacific Coast and a frequently-visited coastal landmark. The proposed project would be expected to increase visitation to the lighthouse during the auction events but would not alter the lighthouse or have an effect on its historical significance; therefore, impacts would be less than significant.

Item B, D: The site is located within the Lighthouse Reservation, an archaeologically sensitive area. The proposed project would involve shallow ground disturbance; therefore, it is possible that archaeological resources or human remains could be discovered during construction activities. The following mitigation measure would reduce potential impacts to a level that is less than significant.

Mitigation Measures

See Section XVII, Tribal Cultural Resources.

Item C: The site has not been identified as a Significant Paleontological Locality⁶ according to the County of Monterey; therefore, potential impacts of the proposed project are considered to be less than significant.

VI. GEOLOGY AND SOILS

Would the project:

A) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

⁶ County of Monterey General Plan EIR, Exhibit 4.10.1-Paleontological Resources, 2007.

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

(ii) Strong seismic ground shaking?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

(iii) Seismic-related ground failure, including liquefaction?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

(iv) Landslides?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Result in substantial soil erosion or the loss of topsoil?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

D) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Item A(i): Monterey County is a seismically active area and the city is exposed to seismic hazards as are other communities in this portion of California. According to the State of California Department of Conservation Division of Mines and Geology Special Publication 42, Pacific Grove is not within an earthquake fault zone. Pacific Grove is situated on relatively stable granite bedrock, which reduces the likelihood of damage resulting from seismic events. In addition, no permanent structures are proposed in connection with the proposed project. Potential impacts would be less than significant.

Item A(ii): Pacific Grove is situated on relatively stable granite bedrock, which reduces the likelihood of damage resulting from groundshaking. In addition, no permanent structures are proposed in connection with the proposed project. Potential impacts would be less than significant.

Item A(iii): The potential for ground failure and liquefaction exists primarily in sandy beach areas. No permanent structures are proposed in connection with the proposed project. Potential impacts would be less than significant.

Item A(iv): The potential for landslides exists primarily in hillside areas. Due to the shallow granite bedrock and the relatively level topography of the project site, landslides have not been identified as a concern for the proposed project. In addition, no permanent structures are proposed in connection with the proposed project. Potential impacts would be less than significant.

Item B, C & D: No permanent structures and only shallow ground disturbance is proposed in connection with construction of pathways and leveling and resodding of the project area. Potential impacts would be less than significant.

Item E: No septic tanks or alternative waste water disposal systems are proposed in connection with the project. No impact would occur.

VII. GREENHOUSE GAS EMISSIONS.

Would the project:

A) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Items A, B: The California Governor’s Office of Planning & Research (OPR) recommendations are broad in their scope and address a wide range of industries and greenhouse gas (GHG) emission sources. California is a substantial contributor of global greenhouse gases, emitting over 400 million tons of carbon dioxide (CO₂) a year. Climate studies indicate that California is likely to see an increase of 3 to 4 degrees Fahrenheit over the next century. Due to the nature of global climate change, it is not anticipated that any single development project would have a substantial effect on global climate change. Project-related greenhouse gas emissions typically include emissions from construction and mobile sources. Since no permanent buildings are proposed, the primary source of greenhouse gas emissions resulting from the proposed project would be from installation of pathways, leveling and resodding, and temporary vehicle traffic during the events and during set-up and take-down. Because there would not be a long-term increase in vehicle trips, the proposed project would have a less than significant impact on localized greenhouse gas emissions. Additionally, the proposal would not conflict with applicable plans, policies, or regulations adopted for the purpose of reducing GHG emission. Potential impacts would be less than significant.

VIII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

A) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section [65962.5](#) and, as a result, would it create a significant hazard to the public or the environment?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

E) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

F) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

G) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

H) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Items A, B: The proposed vehicle auctions would involve automobiles containing small amounts of fuel, oil, coolant, brake fluid and other similar hazardous materials. Although minor leaks and spills could occur, the short duration and minor amounts of such materials would reduce potential impacts to a level that is less than significant.

Item C: The project site is not located within one-quarter mile of a school. No impacts would occur.

Item D: The project site is not located on a hazardous materials site.⁷ No impacts would occur.

Items E, F: The project site is not located within two miles of a public airport or in the vicinity of a private airstrip. No impacts would occur.

⁷

http://www.envirostor.dtsc.ca.gov/public/search.asp?PAGE=7&CMD=search&ocieerp=&business_name=&main_street_number=&main_street_name=&city=&zip=&county=&branch=&status=ACT%2CBKLG%2CCOM%2CCOLUR&site_type=CSITES%2COPEN%2CFUDS%2CCLOSE&cleanup_type=&npl=&funding=&reporttype=CORTESE&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST&federal_superfund=&state_response=&voluntary_cleanup=&school_cleanup=&operating=&post_closure=&non_operating=&corrective_action=&tiered_permit=&evaluation=&spec_prog=&national_priority_list=&senate=&congress=&assembly=&critical_pol=&business_type=&case_type=&display_results=&pub=&hwmp=False&permitted=&pc_permitted=&inspections=&complaints=&censustract=&esdecile=&ORDERBY=city&next=Next+50

Item G: During site preparation and event and setup/teardown the proposed activities could potentially interfere with emergency access if appropriate traffic control measures were not implemented. The following mitigation measure would reduce this potential impact to a level that is less than significant.

Mitigation Measure

HAZ-1. Prior to commencement of any event activities, the applicant shall prepare a traffic control and emergency access plan in a manner meeting the approval of the Public Works Director and the Police Department. Event staff shall ensure that all activities are conducted, and emergency access is maintained, in compliance with the plan.

Item H: The project site is not located in a designated Very High Fire Hazard Severity Zone.⁸ However, under extreme conditions wildland fire could still pose risks to the project site. The temporary nature of the proposed project together with fire protection services provided by the Monterey Fire Department would reduce potential impacts to a level that is less than significant.

IX. HYDROLOGY AND WATER QUALITY

Would the project:

A) Violate any [water quality standards or waste discharge requirements](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Substantially deplete [groundwater](#) supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

⁸ http://www.fire.ca.gov/fire_prevention/fhsz_maps_monterey

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

D) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

F) Otherwise substantially degrade water quality?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

G) Place housing within a 100-year flood hazard area as mapped on a [federal Flood Hazard Boundary](#) or [Flood Insurance Rate Map](#) or other flood hazard delineation map?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

H) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

I) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

J) Inundation by seiche, tsunami, or mudflow?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Item A, B, C, D, E, F: The proposed project would not involve any new water or wastewater connections. No groundwater use would occur, and no permanent increase in impermeable surfaces are proposed. Temporary tents would be erected for the events, which would create impermeable surfaces only for the duration of the events. No substantial change to existing drainage patterns or increased erosion would occur. During site leveling and pathway installation, standard construction contract specifications require appropriate measures to prevent erosion and runoff from the site. No other activities are proposed that could result in impacts to water quality. Potential impacts would be less than significant.

Item G, H: The project does not propose to construct housing or other structures within a 100-year flood plain. No impact would occur.

Item I: The project site is not located within a dam or levee flood hazard area. No impact would occur.

Item J: The project site is not located near a lake or reservoir that could result in a seiche hazard, nor is the site within a mudflow hazard area. However, the site is located within a Tsunami Inundation Area according to the California Geological Survey.⁹ According to CGS, the inundation area represents the maximum considered tsunami runup from a number of extreme, yet realistic, tsunami sources. Tsunamis are rare events and due to a lack of known occurrences in the historical record, the probability of a tsunami affecting the project area within a specific period of time is unknown. Because no permanent structures are proposed in connection with the project, no long-term risk from a tsunami would occur. Potential risk to event participants would be limited to the duration of the events. This temporary risk would be reduced to a level that is less than significant

⁹ California Geological Survey, Tsunami Inundation Map for Emergency Planning - Monterey Quadrangle, 2009

through existing emergency mitigation procedures set forth in the Monterey County Multi-Hazard Mitigation Plan.¹⁰

X. LAND USE AND PLANNING

Would the project:

A. Physically divide an established community?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

B. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C. Conflict with any applicable habitat conservation plan or natural community conservation plan?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Item A: The proposed project would be a series of temporary events that would not alter existing land use patterns. No impact would occur.

Item B: As discussed in Sections I (Aesthetics) and IV (Biological Resources) above, the project could conflict with General Plan and LCP policies. However, the mitigation measures included in those sections would reduce potential impacts to a level that is less than significant.

Item C: The project site is not within any habitat conservation plan or natural community conservation plan. No impact would occur.

¹⁰ <https://www.cityofpacificgrove.org/sites/default/files/general-documents/emergency-preparedness/mc-mjhmp-final-appendices-p-rreduced.pdf>

XI. MINERAL RESOURCES

Would the project:

A. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

B. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Items A, B: According to the City’s General Plan, there are no known mineral resources located in Pacific Grove. In addition, only shallow ground disturbance is proposed in connection with construction of pathways and leveling and resodding of the project area. Potential impacts would be less than significant.

XII. NOISE

Would the project result in:

A) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

F) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Items A, B, D: The proposed project does not involve construction of permanent buildings. Noise may be generated during installation of pathways, site leveling and resodding, erection and dismantling of event tents, and from activities during the event. All noise-generating work would be limited to the permitted hours of construction as set forth in Municipal Code Sec. 11.96.040, which limits all noise-generating construction activities, as well as delivery and removal of materials and equipment associated with those construction activities, to the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and 10:00 a.m. to 5:00 p.m. on Sunday. Ground-borne vibration could occur from installation of pathways, site leveling and the pounding of tent stakes; however, such noise would be temporary and limited to the allowable hours of construction. Required compliance with these Code provisions would reduce potential impacts to a level that is less than significant.

During the events, noise could result from movement of vehicles to and from the auction area. This temporary noise would not be expected to exceed the noise generated by normal vehicle traffic and is considered less than significant. In addition, no amplified sound is proposed outside the event tents. Amplified sound inside the tents would be limited to the minimum level necessary and the event will be in compliance with the regulations set forth in PGMC Chapter 11.96, Unlawful Noises; therefore, non-vehicular noise levels would be less than significant.

Item C: The proposed temporary events would not affect long-term noise levels in the vicinity. No impact would occur.

Items E, F: The project site is not located within two miles of an airport or within an airport land use plan, nor is the project in the vicinity of a private airstrip. No impact would occur.

XIII. POPULATION AND HOUSING

A) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

B) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

C) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Item A: The proposed project would be temporary events and would not generate population growth in the area. No impact would occur.

Item B: The proposed project would not eliminate existing housing, and no impact would occur.

Item C: The proposed project would not displace people, and no impact would occur.

XIV. PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

A) Fire protection?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Police protection?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Schools?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D) Parks?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) Other public facilities?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Items A, B: The proposed project could generate demand for police and fire protection for the duration of the events; however, no additional facilities would be necessitated by the project. Impacts would be less than significant.

Items C, E: Since the proposed project is a series of temporary events, no increase in demand for schools, parks or other public facilities would result and no impact would occur.

Item D: During the events it is possible that attendees may visit public parks in the area. However, due to the short duration of the events, no substantial effect on service levels would be anticipated and potential impacts would be less than significant.

XIV. RECREATION

A) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

DISCUSSION

Item A: During the events it is possible that attendees may visit public parks and other recreational facilities in the area. However, due to the short duration of the events, no substantial effect on service levels would be anticipated and potential impacts would be less than significant.

Item B: No. The project does not include recreational facilities nor would it generate a substantial level of demand that would require the construction or expansion of recreation facilities. No impact would occur.

XVI. TRANSPORTATION/TRAFFIC

Would the project:

A) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

B) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

C) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

E) Result in inadequate emergency access

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

		✓		
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F) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Items A, B, D, F: The proposed temporary events would have no effect on long-term transportation patterns and would not conflict with the General Plan, the Local Coastal Program Land Use Plan, Zoning Ordinance, or regional transportation plans. No physical changes to roads or other transportation facilities are proposed. During the events, visitation to the project area would be expected to increase and additional parking is proposed on the golf course property, and shuttle service to and from local hotels would be provided. Potential impacts would be less than significant.

Item C: The proposed temporary events would have no effect on air traffic patterns.

Item E: The proposed project does not involve physical alterations to public streets or sidewalks that provide access to the site. If temporary street closures are required during the events, the project sponsor will be required to comply with existing regulations regarding emergency access, including obtaining a city Encroachment Permit and/or traffic control and emergency access plan. Required compliance with the following mitigation measure would reduce potential impacts to a level that is less than significant.

Mitigation Measure

HAZ-1. Prior to commencement of any event activities, the applicant shall prepare a traffic control and emergency access plan in a manner meeting the approval of the Public Works Director and the Police Department. Event staff shall ensure that all activities are conducted, and emergency access is maintained, in compliance with the plan.

XVII. TRIBAL CULTURAL RESOURCES

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

A) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

B) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

DISCUSSION

Item A, B: The LCP indicates that project site is located within the Lighthouse Reservation, an archaeologically sensitive area.¹¹ While only shallow ground disturbance is proposed in connection with the proposed project for pathways, surface leveling and resodding, it is possible that archaeological resources or human remains could be discovered during construction. The proposed project would involve shallow ground disturbance; therefore, it is possible that tribal cultural resources, archaeological resources or human remains could be discovered during construction activities. The following mitigation measures would reduce potential impacts to a level that is less than significant.

Mitigation Measure

CUL-1. Archaeological and Tribal Resources.

- a. ~~A qualified tribal cultural resources monitor approved by the OCEN Tribe, A Native American Monitor of the Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council,~~ and a qualified archaeological monitor, shall be present during project excavations and other earth disturbances. If, at any time, potentially significant tribal cultural features, archaeological resources, or human remains are encountered during construction, work shall be halted within 164 feet (50 meters) of the find until the monitors can evaluate the discovery. If the feature is determined to be significant, work will remain halted until an

¹¹ Pacific Grove Local Coastal Program Land Use Plan, Fig. 3, 1989

appropriate mitigation is developed, with the concurrence of the lead agency, and implemented.

- b. Prior to the start of construction, a representative from the OCEN Tribe shall conduct an educational meeting to explain the purpose of the monitoring, to show the construction personnel what is being monitored and to explain what will happen in the incidence of locating an archaeological or tribal cultural resource during construction activities. The representative will briefly explain the history of the tribe, why resources may be found on the property, and what construction staff should do if such resource is spotted on the project site. The construction personnel will be shown a photo of the resource.
- c. If, at any time, human remains are identified, work must be halted and the Monterey County Coroner must be notified immediately. If the Coroner determines that the remains are likely to be Native American, the Native American Heritage Commission must be notified as required by law. The Most Likely Descendant designated by the Heritage Commission will provide recommendations for treatment of Native American human remains.
- d. If sufficient quantities of cultural material are recovered during monitoring/data recovery, appropriate mitigation measures shall be determined by the OCEN tribe.
- e. Following monitoring and data recovery, a report suitable for compliance documentation should be prepared. This report should document the field methodology and findings and make management recommendations, as necessary.
- f. If analysis of cultural materials is undertaken, a Final Technical Report documenting the results of all scientific studies should be completed with a year following completion of monitoring and data recovery field work.

XVIII. UTILITIES AND SERVICE SYSTEMS

Would the project:

A) Exceed wastewater treatment requirements of the applicable [Regional Water Quality Control Board](#)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

B) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

C) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

D) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

E) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓

F) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

G) Comply with [federal](#), [state](#), and local statutes and regulations related to solid waste?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
			✓	

DISCUSSION

Item A, B, C, D, E: The proposed project consists of temporary events and would not involve changes to water, wastewater or stormwater drainage systems. No impact would occur.

Item F, G: Solid waste would be generated during the event. However, the limited scope and short-term duration of the proposed event would not result in a substantial increase in solid waste, and the event sponsor must collect and dispose of solid waste in compliance with existing regulations. Potential impacts would be less than significant.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE

A) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

B) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

C) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

IMPACT	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
		✓		

DISCUSSION

Item A: The proposed project is a series of five annual temporary events that would not involve construction other than site leveling/resodding and installation of pathways. Disturbance to vegetation would be limited to turf on the golf course site, which is not a sensitive habitat. However, the project site is near Crespi Pond, a sensitive wetland resource. Mitigation measures AES-1 and

BIO-1 would protect this resource by preventing any encroachment or other physical disturbance during the event, including nighttime glare, and reduce potential impacts to a level that is less than significant.

Item B: The proposed series of five annual auctions would be short-term events, and similar events have occurred in the past and may occur in the future in Pacific Grove. Permit requirements and mitigation measures discussed above reduce the potential environmental impacts of the proposed project, and similar restrictions would be expected for other future events in this location. Therefore, potential impacts would not be cumulatively considerable and would be reduced to a level that is less than significant.

Item C: The short-term nature of the proposed events, together with standard requirements and mitigation measures related to aesthetics and hazards, would reduce potential effect on humans to a level that is less than significant.

SUMMARY OF MITIGATION MEASURES

AES-1. All temporary light fixtures shall be placed to direct light rays onto the event site and the lighting intensity shall be limited to the minimum necessary for public safety, as determined by the Public Works Director.

BIO-1. Prior to commencement of any event activities, temporary fencing shall be installed to prevent encroachment into the area near Crespi Pond in a manner meeting the approval of the Public Works Director. The fencing shall remain in place throughout the duration of the event, and event staff shall ensure that all activities are conducted within the perimeter fence.

CUL-1. Archaeological and Tribal Resources.

- a. ~~A qualified tribal cultural resources monitor approved by the OCEN Tribe, A Native American Monitor of the Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council,~~ and a qualified archaeological monitor, shall be present during project excavations and other earth disturbances. If, at any time, potentially significant tribal cultural features, archaeological resources, or human remains are encountered during construction, work shall be halted within 164 feet (50 meters) of the find until the monitors can evaluate the discovery. If the feature is determined to be significant, work will remain halted until an appropriate mitigation is developed, with the concurrence of the lead agency, and implemented.
- b. Prior to the start of construction, a representative from the OCEN Tribe shall conduct an educational meeting to explain the purpose of the monitoring, to show the construction personnel what is being monitored and to explain what will happen in the incidence of locating an archaeological or tribal cultural resource during construction activities. The representative will briefly explain the history of the tribe, why resources may be found on the property, and what construction staff should do if such resource is spotted on the project site. The construction personnel will be shown a photo of the resource.
- c. If, at any time, human remains are identified, work must be halted and the Monterey County Coroner must be notified immediately. If the Coroner determines that the remains are likely to be Native American, the Native American Heritage Commission must be notified as required by law. The Most Likely Descendant designated by the Heritage Commission will provide recommendations for treatment of Native American human remains.
- d. If sufficient quantities of cultural material are recovered during monitoring/data recovery, appropriate mitigation measures shall be determined by the OCEN tribe.
- e. Following monitoring and data recovery, a report suitable for compliance documentation should be prepared. This report should document the field methodology and findings and make management recommendations, as necessary.

- f. If analysis of cultural materials is undertaken, a Final Technical Report documenting the results of all scientific studies should be completed within a year following completion of monitoring and data recovery field work.

HAZ-1. Prior to commencement of any event activities, the applicant shall prepare a traffic control and emergency access plan in a manner meeting the approval of the Public Works Director and the Police Department. Event staff shall ensure that all activities are conducted, and emergency access is maintained, in compliance with the plan.

Ohlone/Costanoan-Esselen Nation



Agenda No. 120, Attachment 1a
Page 1 of 57
Previously acknowledged as
*The San Carlos Band of
Mission Indians
The Monterey Band
And also known as
O.C.E.N. or Esselen Nation
P.O. Box 1301
Monterey, CA 93942*

www.ohlonecostanoanesselelnation.org.

April 3, 2018

Mark Brodeur
Director, Community and Economic Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Re: Auto Auctions at Pacific Grove Municipal Golf Course

Saleki Atsa,

Ohlone/Costanoan-Esselen Nation is an historically documented previously recognized tribe. OCEN is the legal tribal government representative for over 600 enrolled members of Esselen, Carmeleno, Monterey Band, Rumsen, Chalon, Soledad Mission, San Carlos Mission and/or Costanoan Mission Indian descent of Monterey County. Though other indigenous people may have lived in the area, the area is the indigenous homeland of our people. Included with this letter please find a territorial map by Taylor 1856; Levy 1973; and Milliken 1990, indentifying Tribal areas.

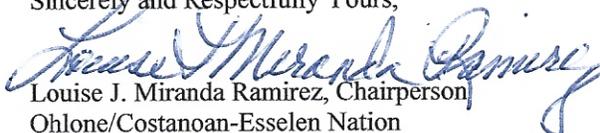
Ohlone/Costanoan-Esselen Nation objects to all excavation in known cultural lands, even when they are described as previously disturbed, and of no significant archaeological value. Please be advised that it is our priority that our ancestor's remains be protected and undisturbed. We desire that all sacred burial items be left with our ancestors on site or as culturally determined by OCEN. We request all cultural items returned to Ohlone/Costanoan-Esselen Nation. We ask for the respect that is afforded all of our current day deceased, by no other word these burial sites are cemeteries, respect for our ancestors as you would expect respect for your deceased family members in today's cemeteries. **Our definition of respect is no disturbance.**

OCEN's Tribal leadership desires to be provided with:

- Archaeological reports/surveys, including subsurface testing, and presence/absence testing.
- OCEN request to be included in mitigation and recovery programs,
- OCEN request that Cultural and Tribal mitigation measures reflect request for OCEN Tribal Monitor,
- Reburial of any of our ancestral remains, burial artifacts,
- Placement/return of all cultural items to OCEN, and that
- A Native American Monitor of Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council is used within our aboriginal territory.
- OCEN request consultation with the lead agency.**

We ask that a sacred lands search with the Northwest Information Center, Sonoma State University and the Native American Heritage Commission. Please feel free to contact me at (408) 629-5189. Nimasianexelpasaleki. Thank you

Sincerely and Respectfully Yours,


Louise J. Miranda Ramirez, Chairperson
Ohlone/Costanoan-Esselen Nation
(408) 629-5189

Cc: OCEN Tribal Council
Wendy Lao, Associate Planner, City of Pacific Grove

OCEN DIRECT LINEAL DESCENT

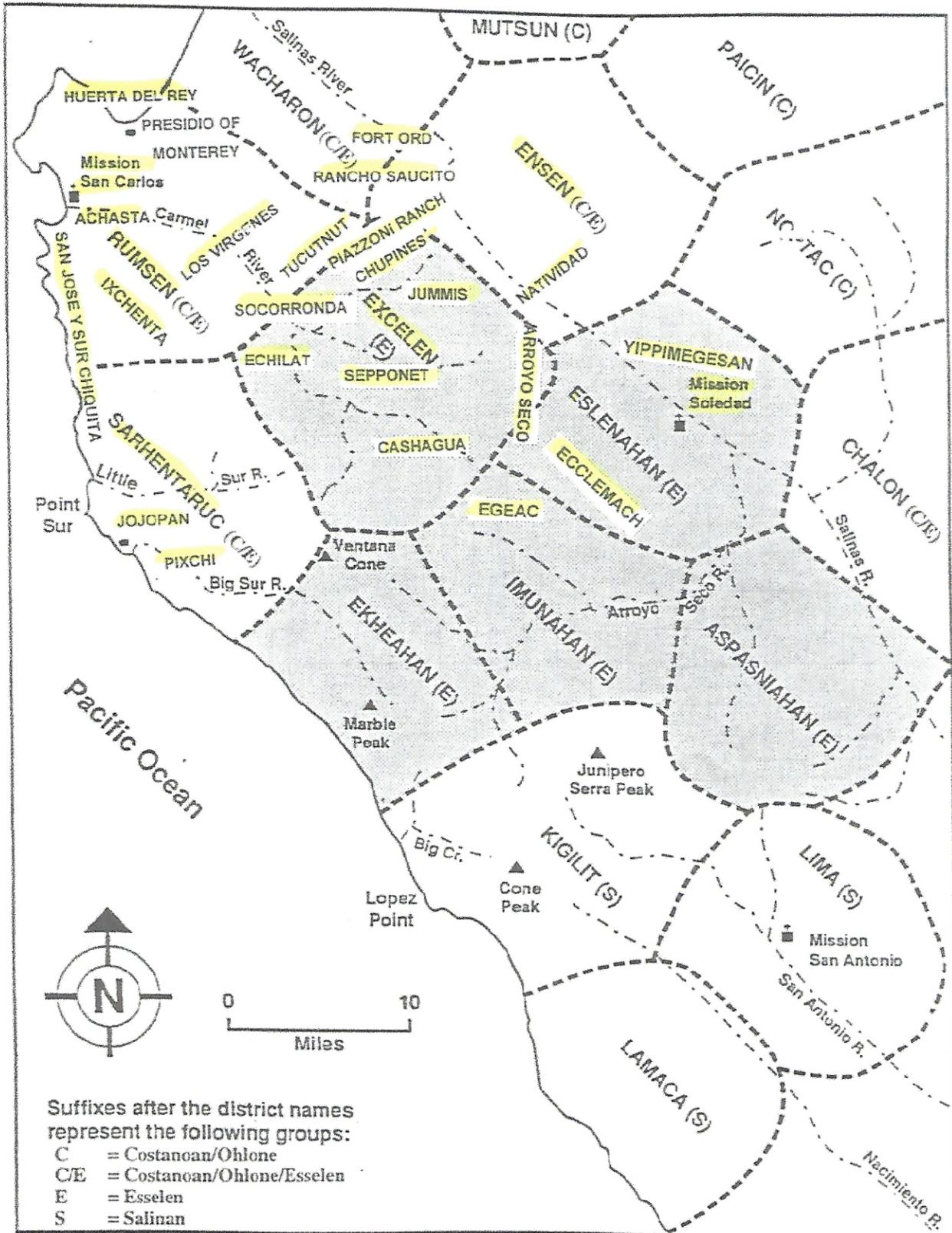


Figure 2:

Map after Taylor 1856; Levy 1973; Hester 1978; Milliken 1990

**JOHN R. TROTH
59 ASILOMAR AVENUE
PACIFIC GROVE, CA 93950
(OWNER)**

April 20, 2018

VIA EMAIL (mbrodeur@cityofpacificgrove.org)

City of Pacific Grove
Attn: Mark Brodeur
Director of Community and Economic Development
300 Forest Avenue
Pacific Grove, CA 93950

Re: Initial Study / Environmental Checklist Form: Auto Auctions at Pacific Grove
Municipal Golf Course

Dear Mr. Brodeur:

I own the home at 59 Asilomar Avenue in Pacific Grove, which is immediately adjacent to the 18th fairway of the golf course where the project is proposed, and submit the following comments.

1. Description of Project: The project description is inadequate and must be revised and the Initial Study recirculated to reflect the following:
 - a. Event setup and teardown require 3-4 days each. When combined with the three-day auction/viewing time the total event timeframe is approximately 10-12 days.
 - b. Because the environmental review is based on a defined number of guests (i.e., 500) this must be set as a maximum attendance so as to assure the adequacy and accuracy of the environmental assessment.
 - c. The route of the valet parking (i.e., between the 18th and the 16th fairways) must be specifically defined to assess potential impacts to Crespi Pond and traffic conflicts on Sunset/Ocean View Boulevard.
 - d. Signage AND (not or) temporary barriers informing attendees that event parking is not permitted in coastal pullouts, along Ocean View Boulevard, or in residential areas must be imposed through enforceable mitigation measures.

City of Pacific Grove
April 20, 2018
Page 2

2. Other Public Agencies Whose Approval is Required:

- a. In accordance with Coastal Commission staff comments on the draft Local Coastal Program (proposed section 23.90.040.F) a Coastal Development Permit for the event will be required because the event (including setup and teardown) will exceed two days in duration. Because the property is subject to the terms and conditions of the Deed recorded as Document 2006074277 (see the attached letter dated July 28, 2017, which letter is incorporated by this reference herein), the following responsible agencies must be included in the recirculation of the Initial Study/Mitigated Negative Declaration: U.S. Department of Interior, U.S. Fish & Wildlife Service, State of California State Historic Preservation Office, U.S. Army Corp of Engineers, California Coastal Commission, and United States Government Services Administration Office of Real Property Utilization and Disposal.

- b. A recent out-of-season agreement by the City of PG with an outside firm for temporary use of PG parkland should set the absolute minimum requirements for the auto-auction, or the City of PG can be accused of picked favorites without any public reason. Per an article in the P.G. Cedar Times (April 13-19, 2018, pg. 1): The applicant . . . had requested a permit for . . . Lovers Point Park, including exclusive use of a 1200 square foot portion of the park plus parking lot use over a 12-day period, to give them time for set-up, filming, and take-down of the structure. Park use fees include:
 - Park rental fee @ \$2,111.00/day at 12 days \$25,332.00
 - Park use fee @ \$2.10/sq. ft. \$30,240.00
 - Parking spaces in Lot A @ 35 x \$21 for 3 days \$2,205.00
 - Parking spaces in Lot B @ 11 x \$21.00 for 3 days \$693.00
 - Estimated total \$58,770.00
 - Less 25% credit on City costs \$14,692.50
 - Revised estimated amount \$44,077.50

The fees will not include personnel charges such as police officer and public works employees, which will be reimbursed directly to the City . . . separately from the park use fees. Environmental documents are not required and the Coastal Commission has advised that the activity is exempt from a Coastal Development Permit because it is a temporary event [in a downtown location].

City of Pacific Grove
April 20, 2018
Page 3

3. Aesthetics: In order to avoid impacts on adjacent homeowners and Crespi Pond, mitigation measure AES-1 must be modified to require all lighting be ground-level only and shielded to prevent impacts to adjacent land uses.
4. Biological Resources:
 - a. Potential impacts from the proposed pedestrian sidewalk on the existing mature cypress trees bordering Asilomar Boulevard must be assessed and mitigated.
 - b. Mitigation measure BIO-1: Temporary fencing must include hay bales, straw wattles, or other mitigation to capture and control all runoff into Crespi Pond and the surrounding wetlands. A precise setback distance must be defined (e.g., 150 ft.) subject to the approval of the California Coastal Commission (not the Public Works Director). The proposed cart path must be relocated to respect the above-mentioned Crespi Pond/wetlands setbacks. An emergency response plan must be defined to address significant accidental spills of hazardous materials near Crespi Pond/wetlands. The location of the portalets proposed for the project must respect the Crespi Pond/wetlands setback.
 - c. Proposed parking on the 16th fairway is located uphill from Crespi Pond and its wetlands. Effective mitigation measures must be incorporated to protect the pond and wetlands from any oil or gasoline leaks or spills from parked vehicles.
 - d. Access to the proposed 16th fairway parking lot must be defined and must respect the Crespi Pond/wetlands setback.
 - e. All of the above must be in accordance with recommendation from a qualified wetlands biologist.
5. Hazards and Hazardous Materials:
 - a. Mitigation measure HAZ-1: The required plan must address “parking” as well as traffic control consistent with the project description and satisfactory to the California Coastal Commission.
 - b. No response plan is provided nor are response times provided for Fire Department or other PG city services to respond to leakages and discharges. This is especially needed as the event will likely be over a weekend, when PG city services are generally not available.

City of Pacific Grove
April 20, 2018
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- c. A response Plan is also needed due to the proximity of the site to Crespi Pond and wetlands. Minutes count in any response, and plans should be made for on-site responders.
- d. Further, as the City of PG is now having multiple “temporary” outdoor events on public property, there needs to be a City of PG policy on such responses.

6. Land Use and Planning:

- a. The project conflicts with the City General Plan as well as the Zoning Ordinance (“O” zoning designation). A commercial car show/auction is not compatible with open space recreation as defined in the General Plan (i.e., wildlife/forest preserve or public park uses) regardless of duration. It is also incompatible with golf use of the property (two of the 18 holes are proposed to be usurped by the event).
- b. All events in the O district require a use permit in each case (ref. Zoning Ordinance, chapter 23). Use permits are also mandated for special events generally (23.64.020) and for parking lots (23.64.050). The use permit exception for single occasion special events under section 23.64.055 only applies in the downtown area.
- c. The proposed events are also inconsistent with deed restrictions and regulations of agencies with jurisdiction over the property (ref. comment 2.a above) the violation of which risk forfeiture of the land (ref. July 28, 2017, letter attached).
- d. These land use inconsistencies constitute significant unavoidable impacts requiring the preparation of an EIR.

7. Noise:

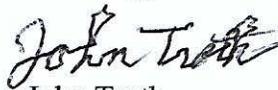
- a. In order for noise generated by “normal” vehicle traffic to be considered less than significant, “normal” vehicular traffic must be ensured by mitigation (i.e., hours of operation must be limited to 8:00 a.m. - 6:00 p.m. Monday through Saturday and 10:00 a.m. - 5:00 p.m. on Sunday).
- b. No consideration, assessment, or mitigation has been proposed for amplified sound inside the event tents. The canvas tents will not shield the neighborhood or Crespi Pond from noise impacts associated with amplified sound inside the event tents. Mitigation measures must be defined and should be the same as those imposed on golf course clubhouse activities.

City of Pacific Grove
April 20, 2018
Page 5

8. Public Services: Location and potential impacts (viewshed and biological/Crespi Pond/wetlands) of the necessary portable toilets must be assessed and mitigated.
9. Recreation: Impacts to public access to the golf course resulting from the closure of two fairways for approximately 10 days must be assessed and mitigated.
10. Bonding: The City of PG and its officials were provided documentation after the 2017 auto auction of the disregard of the conditions to protect the area, and then refused to provide any after-the-fact remedies (see attached December 4, 2017 email from Lisa Ciani). Since PG's Coastal analyst failed to put the understanding in an enforceable document, Coastal Commission Enforcement staff could not act on the violation report. In light of these facts, a performance bond in the amount of at least \$100,000 with liquidated damage provisions for harm caused by failure to comply must be required.

We respectfully request a written response to the above comments as well as advance written notice of all public hearings scheduled to consider the project, including the IS/MND. We note that the first public hearing on this matter is scheduled for May 2nd at 6:00 p.m., which is only two hours after the close of the public comment period on the IS/MND. Obviously staff will not have time to prepare written responses to comments received in said two hours nor will the public have an opportunity to review said responses in order to meaningfully participate at the City Council meeting. The public hearing on this matter must be rescheduled to afford the public (and responsible agencies) reasonable opportunity to review staff's responses to comments.

Sincerely,


John Troth

Enclosures

cc: Daniel Gho, Public Works Director
Mayor Bill Kampe
Mayor Protempore Robert Huitt
Councilmember Ken Cuneo
Councilmember Rudy Fischer
Councilmember Cynthia Garfield
Councilmember Bill Peake
Councilmember Nick Smith
John Bridges

FENTON & KELLER

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SHARILYN R. PAYNE
CAROL S. HILBURN
CHRISTINA J. BAGGETT
ELIAS E. SALAMEH
KENNETH S. KLEINKOPF
DERRIC G. OLIVER
LAURA L. FRANKLIN
EVAN J. ALLEN
ANDREW B. KREEFT
ALEX J. LORCA

July 28, 2017

JOHN S. BRIDGES

JBridges@FentonKeller.com
ext. 238

VIA EMAIL (cityclerk@cityofpacificgrove.org)

Pacific Grove City Council
City Hall
300 Forest Avenue
Pacific Grove, CA 93950

Re: Proposed Commercial Worldwide Auctioneers Auto Auction Event at the 18th Hole
and Driving Range

Dear Councilmembers:

For the past three months, we have endeavored to work with the City to mitigate the numerous impacts of the proposed commercial auto auction. We offered specific ideas regarding mitigation and have been promised, on several occasions, that we would be given a mitigation package to review but have not yet received one. We are concerned the withholding of a mitigation is frustrating the public dialogue, perhaps in hopes the time for a formal public interest challenge to the City's failure to process a use permit for the event may pass (ref. my May 3, 2017, email to the Council (attached hereto for ease of reference)).¹

We now ask you to reconsider this unpermitted event in light of restrictions contained in the deed that conveyed the property to the City in 2006 (attached).

The proposed commercial auto auction on the driving range and 18th fairway violates the August 23, 2006, express deed restriction imposed on the land by the US Government (see attached, ref. deed section 6.A):

REVERSIONARY INTEREST OF THE UNITED STATES...all right, title,
and interest in and to the Property shall, at the option of the GSA, immediately
revert to the United States of America, if:

¹ In the "O" open space zone, uses, other than passive open space uses, require a use permit (23.42.020.B). The special event calendar exception to use permit requirements does not apply in the "O" zone.

Pacific Grove City Council
July 28, 2017
Page 2 of 3

A. The Property, any part thereof, or any associated historic artifacts, ceases to be available for educational, park, recreational, cultural, historic preservation, or other similar purposes set forth in the terms, conditions, or covenants of this Quitclaim Deed...

The proposed commercial event and its location also conflict with deed section 1 (Historic Preservation Covenant); section 2 (Endangered Species Covenant); section 3 (Use and Maintenance); and section 9 (Wetlands).

Under the terms of the deed, these violations and conflicts risk immediate forfeiture of the land. We do not believe the City's long term ownership of the golf course land should be placed in jeopardy for the sake of a few short term dollars.

Very truly yours,

FENTON & KELLER
A Professional Corporation



John S. Bridges

JSB:kmc
Enclosures

cc: Ben Harvey, City Manager (via email)
Mark Brodeur, Director, Community and Economic Development Dept. (via email)
Mayor Bill Kampe (via email)
Mayor Pro Tempore Robert Huitt (via email)
Councilmember Ken Cuneo (via email)
Councilmember Rudy Fischer (via email)
Councilmember Cynthia Garfield (via email)
Councilmember Bill Peake (via email)
Councilmember Nick Smith (via email)
Friends of Point Pinos (via email)
John Troth (via email)
Anthony Ciani, Architect (via email)

The following via U.S. Mail:

Government Services Administration
c/o David Haase, Director
Office of Real Property Utilization and Disposal
50 United Nations Plaza, Rm. 4345
San Francisco, CA 94102-4912

Pacific Grove City Council
July 28, 2017
Page 3 of 3

U.S. Dept. of the Interior
U.S. Fish and Wildlife Service
Division Chief – Santa Cruz/San Benito/Monterey
2493 Portola Road, Suite B
Ventura, CA 93003-7726

State of California
Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100
Sacramento, CA 95816

U.S. Army Corps of Engineers
Regulatory Office – South Branch
Attn: Katerina Galacatos
1455 Market Street, 16th Floor
San Francisco, CA 94105

California Coastal Commission
Attn: Dan Carl / Brian O'Neill
725 Front Street, Suite 300
Santa Cruz, CA 95060

Congressman Jimmy Panetta
100 West Alisal St.
Salinas, CA 93901

Kristie M. Campbell

From: John S. Bridges
Sent: Wednesday, May 03, 2017 3:35 PM
To: 'rudysfischer@earthlink.net'; 'cgarfield@cityofpacificgrove.org';
'bkampe@cityofpacificgrove.org'; 'bpeake@cityofpacificgrove.org'; 'kencun17@icloud.com'; 'huitt@comcast.net'; 'nsmith@cityofpacificgrove.org';
'citymanager@cityofpacificgrove.org'; 'cityclerk@cityofpacificgrove.org';
'dave@laredolaw.net'
Cc: Mark Brodeur (mbrodeur@cityofpacificgrove.org); jrtroth@hotmail.com
Subject: Proposed Golf Course Car Auction Event (Agenda item 9)

Mr. Mayor and members of the Council: My client, John Troth (59 Asilomar) requests no action be taken on the Worldwide Auctioneers special event application until all necessary permits (including Use Permit and Coastal Development Permit) have been obtained and until after appropriate CEQA review has been undertaken. (please see below).

Thank you.

JOHN

John S. Bridges
FENTON & KELLER
Post Office Box 791
Monterey, CA 93942-0791
831-373-1241, ext. 238
831-373-7219 (fax)
jbridges@fentonkeller.com
www.FentonKeller.com

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EXPERIENCE INTEGRITY RESULTS

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From: John S. Bridges
Sent: Wednesday, May 03, 2017 10:35 AM
To: 'Mark Brodeur'
Cc: jrtroth@hotmail.com
Subject: RE: Golf Course Event

Thank you for the prompt follow up Mark.

Please see my responsive thoughts below in CAPS and green

I'd be glad to discuss this further if the matter can be pulled from the Council's agenda tonight (please let me know if this will be done); otherwise I'll have to make my record and pursue from there.

John

John S. Bridges

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Post Office Box 791
Monterey, CA 93942-0791
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831-373-7219 (fax)
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From: Mark Brodeur [<mailto:mbrodeur@cityofpacificgrove.org>]
Sent: Wednesday, May 03, 2017 8:38 AM
To: John S. Bridges
Subject: Re: Golf Course Event

COASTAL

- *Some temporary events that meet certain requirements, such as less than a 2 week duration, and no significant impacts to certain sensitive coastal resources, including public access*

PERHAPS YOU MISSED MY EMAIL TO THE CCC? PLEASE SEE BELOW:

Brian: I understand the City of Pacific Grove is proposing a Concourse Week Car Show/Auction event on the 18th Fairway of the PG Municipal Golf Links (which is in the Coastal Zone). The event will occupy the 18th fairway (displacing golf) for 10 days, August 11-21. 70-80 cars will be parked on the fairway. I understand a Coastal Development Permit should be required for this event in accordance with the Commission's guidelines for temporary event permits section III because:

1. The event will preclude the general public from a use of a public recreational area (the golf course) for a significant period of time (10 days)
2. The event will directly or indirectly impact significant scenic resources (the golf course is a designated scenic resource) and other coastal resources (e.g. animal habitat, downslope beach areas and Crespi Pond from oil/gas runoff from the cars, noise/light impacts on wildlife, traffic/parking/circulation impacts to the local neighborhood and beach access points, etc.)

3. Other events (of similar size/scope) have historically been subject to CCC scrutiny/required a coastal development permits to address and monitor associated impacts to coastal resources (ref. e.g. CDP 5-14-1919; 2-15-1458-A1; and A-1-MEN-16-0007)

This event would also require a CDP under the new LCP as a non-exempt event (ref. 23.90.040.F; greater than **two days** in duration, will occupy part of the public golf course, there are potential adverse effects (direct and indirect) to sensitive coastal resources.

As a new event, this car show/auction must obviously be treated differently than the activity at the 18th hole in Pebble Beach (because that event/use was vested in 1952, long before the Coastal Act came into existence).

NOTE: THE MAXIMUM TIME FRAME UNDER THE LCP FOR POSSIBLE EXEMPTION IS TWO **DAYS** (“INCLUDING SETUP AND TAKE-DOWN”) NOT TWO WEEKS. THE NEW LCP IS ILLUSTRATIVE OF CCC PRACTICE IN THIS REGARD.

CITY

In the case of the City the City Council must approve of the event being place on the Special Events Calendar. Only the COuncil can adopt these.

"Single occasion events, and **special** events approved by the city council in accord with the council **special** events policy, shall not require a use permit.

THE SECTION YOU CITE PERTAINS TO THE DOWNTOWN COMMERCIAL AREA “D” DISTRICT; NOT THE OPEN SPACE “O” DISTRICT. ALL USES OTHER THAN PASSIVE RECREATION/OPEN SPACE USES IN THE “O” DISTRICT, EVEN IF DEEMED PERTINENT AND COMPATIBLE, REQUIRE A USE PERMIT IN EACH CASE (23.42.020.B)

Mark

Mark J. Brodeur, Director

City of Pacific Grove
Community & Economic Development Department
300 Forest Avenue
Pacific Grove, California 93950
T: 831.648.3189
M: 831.884.3818

On Tue, May 2, 2017 at 8:44 PM, John S. Bridges <jbridges@fentonkeller.com> wrote: Agenda No. 12C, Attachment 1a
Page 14 of 57
Would appreciate citations to the zoning and Coastal Act categories you are referring to so I can review them.

Thanks.

John

Sent from my iPhone

On May 2, 2017, at 8:04 PM, Mark Brodeur <mbrodeur@cityofpacificgrove.org> wrote:

It's categorized as a temporary event. Not a Use Permit. Also in the exempt category for Coastal.

On May 2, 2017 3:45 PM, "John S. Bridges" <jbridges@fentonkeller.com> wrote:

Mark: I believe, at a minimum, a use permit is required for this event (if the event is allowed at all in the Open Space zone). In the first instance, I don't think a commercial car show/auction is compatible with open space recreation, wildlife/forest preserve or public park uses. It certainly isn't compatible with golf use (cars and golf balls don't get along). If somehow deemed compatible in the "O" zone, such a car show/auction would, in any event, be "subject to first securing a use permit in each case." (ref. Zoning Ordinance Ch. 23). Use permits are, of course also mandated for special events generally (23.64.020) and for parking lots (23.64.050). The use permit exception for a single occasion special event under 23.64.055 only applies in the downtown area.

We also believe a Coastal Development Permit is required for this activity in accordance with CCC Guidelines and the draft LCP.

Finally, we believe CEQA review must be undertaken to address and mitigate potential impacts associated with traffic/parking/circulation, hazardous waste/runoff/water quality, Biological resources/wildlife, visual, noise, lighting, and land use/public access conflicts.

As previously requested, please include me on the notice list for all future considerations of this matter.

Thanks...JOHN

John S. Bridges

FENTON & KELLER

Post Office Box 791

Monterey, CA 93942-0791

[831-373-1241](tel:831-373-1241), ext. 238

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jbridges@fentonkeller.com

www.FentonKeller.com

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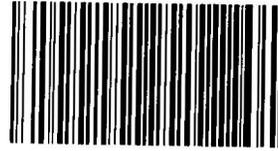
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WHEN RECORDED MAIL ORIGINAL TO:

City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Manager

DOCUMENT: **2006074277**



Titles: 1/ Pages: 25

Fees
Taxes
Other 4.00
AMT PAID \$4.00

WHEN RECORDED MAIL DATED AND STAMPED COPY TO:

Commander (s)
United States Coast Guard
Maintenance and Logistics Command Pacific
1301 Clay Street, Suite 700N
Oakland, California 94612-5203

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

THIS DEED is made as of the 23rd day of August, 2006 between the **UNITED STATES OF AMERICA**, acting by and through the Commander, U.S. Coast Guard Maintenance and Logistics Command Pacific, acting under written delegation of authority dated November 15, 1996, issued by the Commandant, U.S. Coast Guard pursuant to the power and authority of the Secretary of the Department of Homeland Security, as set forth in the Homeland Security Act of 2002 (Public Law 107-296, enacted November 25, 2002) ("**GRANTOR**"), and further pursuant to the authority contained in the provisions of the Maritime Transportation Security Act of 2002, Public Law 107-295, Section 349 (the "**Act**"); and the **CITY OF PACIFIC GROVE**, a political subdivision of the State of California, acting by and through the City Council of the City of Pacific Grove, and its successors and assigns ("**GRANTEE**").

GRANTOR, without payment of consideration, does hereby **REMISE, RELEASE, AND FOREVER QUITCLAIM**, without representation or warranty, express or implied, unto the said **GRANTEE**, its successors and assigns, the property commonly known as the Point Pinos Light Station, GSA Control No. 9-U-CA-1603, hereinafter referred to as the "**Property**", legally described as a parcel of land situated in the County of Monterey and State of California, more particularly described in **Exhibit "A"**, and depicted on the "Survey Plat" map described in **Exhibit "B"**, both of which are attached and incorporated by reference herein.

TOGETHER WITH all buildings, improvements, and personalty located thereon, and all and singular the tenements, hereditaments, appurtenances, improvements thereunto belonging, or in anywise appertaining, except as rights to same may be retained herein.

The terms "**GRANTOR**" and "**GRANTEE**" as used in this Quitclaim Deed to designate either of the parties herein shall be deemed to include the heirs, representatives, successors, and assigns of each such party.

The term "**Commandant**" as used in this Quitclaim Deed shall mean the Commandant of the United States Coast Guard.

The term "**Federal Aid-to-Navigation**" as used in this Quitclaim Deed shall refer to any device, operated and maintained by the United States, external to a vessel or aircraft, intended to assist a navigator to determine position or safe course, or to warn of dangers or obstructions to navigation, and shall include, but not be limited to, a light, lens, lantern, antenna, radio, sound signal, camera, sensor, electronic navigation equipment, power source, or other associated equipment, in, on or upon the **Property**, or such light and optics or other navigational aid placed in lieu thereof.

The **Property** is hereby conveyed subject to any and all existing reservations, easements, leases, licenses, outgrants, restrictions, and rights, recorded or unrecorded, for public roads and access thereto, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to the specific easements, reservations, exceptions, rights, restrictions, conditions, and covenants that are described herein.

RESERVING AND EXCEPTING FROM THIS CONVEYANCE THE FOLLOWING EASEMENTS, RESERVATIONS, EXCEPTIONS, AND RIGHTS:

1. RESERVATION OF FEDERAL AID-TO-NAVIGATION EASEMENT.

The **GRANTOR** reserves for itself, its successors and assigns a perpetual, nonexclusive easement to continue to operate, maintain, and have the right upon reasonable notice to the **GRANTEE** to install, repair, inspect, remove, relocate, replace, or add any **Federal Aid-to-Navigation** upon the **Property** as may be necessary for navigational purposes.

2. RESERVATION OF ACCESS AND UTILITY EASEMENTS.

The **GRANTOR** reserves for itself, its successors and assigns a perpetual, non-exclusive easement for: (a) unrestricted access upon, through, over, and across the **Property**, at any time and without notice, including but not limited to, the right of ingress and egress in, to, and through the interior of the light station structure, for the purpose of operating, maintaining, and inspecting the **Federal Aid-to-Navigation** in use on the **Property**; or (b) egress and ingress, and utilities, including power and communications lines, to the **Federal Aid-to-Navigation** located on the **Property**, including but not limited to access by motor vehicles, at any time and without notice, hindrance or interference by any structure, building or activity which may be constructed or permitted upon the **Property** by the **GRANTEE**; or (c) the purpose of enforcing compliance with the terms and conditions of the **Act**.

3. RESERVATION OF VISUAL AND AUDITORY EASEMENTS.

The **GRANTOR** reserves for itself, its successors and assigns, easements for the operation and maintenance of the **Federal Aid-to-Navigation**, including, but not limited to, a perpetual, exclusive visual easement to insure the continued, effective and unobstructed arc of visibility if a lighted **Federal Aid-to-Navigation**, or to produce sound if a fog horn or other sound-based **Federal Aid-to-Navigation**, or electronic signals and characteristics of the **Federal Aid-to-Navigation** located on the **Property**, including the right to trim or remove vegetation and trees, or to require or perform the modification or removal of structures or equipment that causes interference with said visual, sound, or electronic characteristics of the **Federal Aid-to-Navigation**, and the operation thereof.

THIS CONVEYANCE FURTHER CONTAINS THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS:

1. HISTORIC PRESERVATION COVENANT.

The **Property** is listed in the National Register of Historic Places as Reference No. 77000312. The **GRANTEE**, in accepting this Quitclaim Deed, covenants for itself, its successors, and assigns and every successor in interest to the real property hereby conveyed, or any part thereof that the **Property** is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the **GRANTEE**, its successors and assigns, covenants and agrees, that in the event that the **Property** is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance:

- A. Any structures identified by the California State Historic Preservation Officer ("**SHPO**") pursuant to *the National Register of Historic Places, Reference #77000312*, and situated on the **Property**, shall be preserved and maintained in accordance with plans approved in writing by the State of California, State Historic Preservation Officer, 1416 9th Street, Room 1442-7, Sacramento, CA 95814.
- B. The **GRANTEE** shall preserve and maintain the lighthouse in accordance with the Secretary of Interior's Standards for Rehabilitation (36 CFR Part 67).
- C. No physical or structural changes or changes of color or surfacing shall be made to the exterior of the structure(s) and architecturally or historically significant interior features as determined by the **SHPO** without the written approval of the **SHPO**.
- D. Development of the **Property** shall be in compliance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- E. Development plans shall be approved by the **SHPO** for guidance in development of the **Property** as it effects the archeological sites identified in the *November 1977 Archaeological Inventory and Evaluation of the U.S. Lighthouse Reservation, Pacific Grove, California* by Rob

Edwards and Gary S. Breschini. (Map Updated July 2003).

- F. In the event of violation of the above restrictions, the U.S. General Services Administration (the "**GSA**") or the **SHPO** may institute a suit to enjoin such violation or for damages by reason of any breach thereof.
- G. The **GSA** or authorized representative, and/or the **SHPO** shall be permitted at all times to inspect the **Property** in order to ascertain if the conditions under this Section 1, HISTORIC PRESERVATION COVENANT, are being observed.
- H. In the event that the **Property**, or any historic artifacts associated with the **Property** ceases to be maintained in compliance with the covenants, conditions, and restrictions set forth in this Historic Preservation Covenant, the **Property** shall, at the option of the **GSA**, revert to the United States to be placed under administrative control of the **GSA**.
- I. The failure of the **GSA** and/or the **SHPO** to exercise any right or remedy granted under this Section 1, HISTORIC PRESERVATION COVENANT, shall not have the effect of waiving or limiting the exercise of any other right or remedy, or the use of such right or remedy at any time.
- J. The **SHPO** may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation, modify or cancel any or all of the foregoing restrictions under this Section 1., HISTORIC PRESERVATION COVENANT, of this Quitclaim Deed, upon written application of the **GRANTEE**, its successors or assigns.
- K. These covenants, conditions, and restrictions under this Section 1., HISTORIC PRESERVATION COVENANT, shall be binding on the parties hereto, and their successors and assigns in perpetuity, and shall be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the **Property**, and shall constitute a binding servitude upon the **Property** and shall be deemed to run with the land.

2. ENDANGERED SPECIES COVENANT.

GRANTEE covenants for itself, its successors, and assigns, and every successor in interest to the **Property** hereby conveyed, or any part thereof, that the **Property** above described is conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the **GRANTEE**, its successors and assigns, covenants and agrees, that in the event that the **Property** is sold or otherwise disposed of, in whole or in part, these covenants, conditions and restrictions shall be inserted in the instruments of conveyance.

- A. With the exception of an emergency action required to protect the existing lighthouse, **GRANTEE** shall not use the **Property** or authorize any third party to use the **Property**, for any purpose that would, in the judgment of the U.S. Department of the Interior, Fish and Wildlife Service (the

"USFWS"): 1) alter the existing topography and/or present character of the **Property**; or 2) adversely affect the Menzie's wallflower, Tidestrom's lupine, Beach layia, or Monterey spineflower, or the habitat of any of these species; other than as specifically allowed in the **USFWS Biological Opinion No. 1-8-04-F-35** (the "**Biological Opinion**"), issued to **GSA**, unless the **GRANTEE** first obtains the express written authorization of the **USFWS**, Ventura Fish and Wildlife Office, California. Specifically, **GRANTEE** shall not use the **Property**, or authorize any third party to use the **Property**, or authorize any third party to use the **Property**, for a golf course or any other use unless such use is carried out in conformance with the "Biological Assessment and Dune Habitat Restoration Plan" dated May 17, 2004, as amended by Addendum dated October 20, 2004 (the "**Plan**"), and as the **Plan** may be revised from time to time by **GRANTEE** in consultation with and subject to the written concurrence of the **USFWS**. The **Biological Opinion** and the **Plan** are incorporated herein by reference. Copies of the **Biological Opinion** and the **Plan** are maintained in 1) City Hall located at 300 Forest Ave, Pacific Grove, CA 93950, 2) the Public Library, 550 Central Ave, Pacific Grove, CA 93950, and 3) the Ventura Fish and Wildlife Office of the **USFWS**. In the event of an emergency action as described above, **GRANTEE** shall promptly consult with the **USFWS** and remediate any damage to the **Property** caused by **GRANTEE's** response to the emergency.

- B. **GRANTOR** hereby reserves a reversionary interest in all of the **Property**. If **GRANTOR** (or its assigns), acting through the **USFWS** or a designated successor agency, determines that any portion of the **Property** subject to a restriction or other requirement of the **Biological Opinion or the Plan** is not being conserved and/or managed in accordance with the provisions of the **Biological Opinion or the Plan**, then **GRANTOR**, through the **USFWS**, may, in its discretion, exercise a right to reenter the **Property**, or any portion thereof, in which case, the **Property**, or those portions thereof as to which the right of reentry is exercised, shall revert to **GRANTOR** through the **USFWS**. In the event of an occurrence on the **Property** that violates a restriction or other requirement of the **Biological Opinion or the Plan**, **GRANTEE** shall 1) promptly notify the **USFWS** of any such occurrence; 2) immediately take any actions necessary to protect and preserve the affected portion of the **Property** so as to prevent and avoid any further adverse affect; and 3) supply copies of any notice, reports, correspondence, and submissions made by **GRANTEE** to any Federal, State, or local authority, or received by **GRANTEE** from said authority relating to the violation. **GRANTEE** shall have 120 days from the date of the notice of violation to prepare and submit a corrective action plan for review and approval by the **USFWS** in order to correct any noted deficiencies prior to **GRANTOR** taking action under this provision. **GRANTOR**, through the **USFWS**, agrees that it will not exercise its right of reentry and reversion of the property without giving **GRANTEE** notice of **GRANTOR'S** intent to reenter and revert the property. In the event that **GRANTOR**, through the **USFWS**, exercises its right of reentry as to all or portions of the **Property**, **GRANTEE** shall execute any and all documents that **GRANTOR**, through the **USFWS**, deems necessary to perfect or provide recordable notice of the reversion and for complete transfer and reversion of all right, title and interest in the **Property** or portions thereof. Subject to applicable federal law, **GRANTEE** shall be liable for all costs and fees incurred by **GRANTOR** in perfecting the reversion and transfer

of title. Any and all improvements on the **Property** or those portions thereof reverting back to **GRANTOR**, through the **USFWS**, shall become the property of **GRANTOR** and **GRANTEE** shall not be entitled to any payment therefore.

3. USE AND MAINTENANCE OF PROPERTY.

- A. The **GRANTEE** shall maintain the **Property** in a proper, substantial, and workmanlike manner, and in accordance with the terms and conditions established in Section 1, HISTORIC PRESERVATION COVENANT, pursuant to the National Historic Preservation Act (16 U.S.C. 470 et seq.)
- B. The **GRANTEE** shall be responsible for maintaining and keeping the access roads on the **Property** in a suitable and usable condition.
- C. The **GRANTEE** shall be responsible for all utilities associated with its use of the conveyed **Property**, and as necessary, the **GRANTEE** shall be responsible for the installation of meter(s) and other hardware necessary to isolate and measure utility use by the **GRANTEE**.

4. RETENTION, MAINTENANCE AND NON-INTERFERENCE OF FEDERAL AID-TO-NAVIGATION.

The **GRANTOR** shall retain all right, title, and interest to the **Federal Aid-to-Navigation** located on the **Property**. The **GRANTEE** shall not be required to maintain the **Federal Aid-to-Navigation** associated with the **Property**, except any private aid to navigation permitted under Section 83 of Title 14, United States Code. The **GRANTEE** shall not interfere, or allow interference in any manner, with any **Federal Aid-to-Navigation**, nor hinder activities required for the operation and maintenance of any **Federal Aid-to-Navigation**, without the express written permission of the **GRANTOR**.

5. NON-INTERFERENCE WITH BEAM OF LIGHT.

The **GRANTEE** shall not construct, maintain, operate, or permit any structures, building, or activities on the **Property** which shall in any manner interfere with the beam of light from the **Federal Aid-to-Navigation** or which shall make said light as it presently is operated or as it may be operated, less discernible to the public, or to water or aircraft as a navigational aid, including but not limited to any lights, structures, buildings, or activities which might cause confusion with or apparent diminution of the beam of light or which might interfere with the use of the lighthouse structure as a **Federal Aid-to-Navigation**.

6. REVERSIONARY INTEREST OF THE UNITED STATES.

Upon reasonable advance written notice to the **GRANTEE**, all right, title, and interest in and to the **Property** shall, at the option of the **GSA**, immediately revert to the United States of America, if:

- A. The **Property**, any part thereof, or any associated historic artifacts, ceases to be available for educational, park, recreational, cultural, historic

preservation, or other similar purposes set forth in the terms, conditions, or covenants of this Quitclaim Deed; or

- B. The **Property** or any part thereof ceases to be maintained in a manner that is consistent with and ensures its present or future use as a site for **Federal Aid-to-Navigation**, or ceases to be maintained in a manner that is in compliance with the **Act**; or
- C. The **Property** or any part thereof ceases to be maintained in a manner consistent with the conditions under Section 3.A., **USE AND MAINTENANCE OF PROPERTY**, set forth in this Quitclaim Deed; or
- D. The **Property** or any part thereof is needed for national security purposes in which case the **GRANTOR** shall provide written notice to the **GRANTEE** at least 30 days prior to the reversion.

In the event that there is a breach of any of the conditions and covenants herein contained by the **GRANTEE**, its successors and assigns, whether caused by legal or other inability of the **GRANTEE**, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the **Property** shall revert to and become the property of the United States at the option of the GSA. The United States, in addition to all other remedies for such breach, shall have the right of entry upon the **Property**, and the **GRANTEE**, its successors and assigns, shall forfeit all right, title, and interest in the **Property**, and in any and all of the tenements, hereditaments, and appurtenances thereto belonging.

The **GRANTEE**, by its acceptance of the Quitclaim Deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States of America exercises its power to terminate the **GRANTEE**'s interest in the **Property** then the **GRANTEE** shall provide protection to and maintenance of the **Property** at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the **GSA** in its Federal Management Regulations in effect at the time of the reversion. Prior to any such reversion, the **GRANTEE** further agrees to complete and submit to the United States of America an environmental assessment of the **Property** that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. & 9601 (14)).

7. HISTORIC ARTIFACTS.

The **GRANTOR** shall retain all right, title, and interest to any historic artifact, including any lens or lantern, located on the **Property** at or before the time of conveyance, as personal property of the United States under the administrative control of the **Commandant**.

8. SUBMERGED LANDS.

No submerged lands are included as a part of this conveyance.

9. NOTICE OF WETLANDS.

The northern portion of the **Property** contains jurisdictional wetlands near Crespi Pond. Activities contemplated for the **Property** by the **GRANTEE**, its successors and assigns are subject to any and all Federal, State and local laws, rules, and ordinances governing land use in wetland areas. No work by the **GRANTEE**, its successors or assigns on the **Property**, including filling, excavation, digging, or dredging is permitted in this area without a permit from the U.S. Army Corps of Engineers, if applicable.

10. NOTICE OF POSSIBLE PRESENCE OF LEAD-BASED PAINT AND COVENANT TO RESTRICT USE OF PROPERTY.

A. Definitions Pertinent to This Paragraph 10.

(1) Department. "Department" means the State of California acting by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

(2) Owner. "Owner" is synonymous with GRANTEE, Grantee's successors in interest, and their successors in interest, including heirs and assigns, during GRANTEE's ownership of all of any portion of the Property.

(3) Occupant. "Occupant" is synonymous with GRANTEE and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

(4) Covenantor. "Covenantor" is synonymous with GRANTEE.

B. Notice. The **Property** is being conveyed "As Is" and the **GRANTEE** shall be responsible for any and all liabilities, damages, loss, expenses or judgments arising out of or related to health problems which are the result of exposure to lead-based paint where the exposure occurred after the **Property** was conveyed to the **GRANTEE**. The light station was constructed in 1854 and was placed in use on February 1, 1855. The **Property** may contain Lead Based Paint (**LBP**). The Phase 1 Environmental Due Diligence Audit, US Coast Guard Point Pinos Light Station, Pacific Grove, Monterey County, California, dated July 2002, states that due to the age of the structures, it is likely that **LBP** was used during construction and in touchups. The **GRANTEE** is hereby informed and does acknowledge that the lighthouse and buildings on the **Property** and existing on the date of this Quitclaim Deed were constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present.

C. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the **Property** and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or

conveyed. Each and every Restriction: (a) runs with the land pursuant to the California Health and Safety Code (H&SC) section 25355.5(a)(1)(C) and Civil Code section 1471; (c) is enforceable by the Department; and (d) is imposed upon the entire **Property** unless expressly stated as applicable only to a specific portion thereof.

D. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471, this Covenant binds all owners and occupants of the **Property**, and their heirs, successors, and assignees, and agents, employees, and lessees. Pursuant to Civil Code section 1471(d), all successive owners and occupants of the **Property** are expressly bound hereby for the benefit of the Department.

E. Notice of the Presence of Lead in Surface Soil. Prior to the sale, lease or sublease of the Property or any portion thereof, the **Owner**, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the **Property**, as required by H&SC section 25359.7.

F. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases and subleases for any portion of the **Property**.

G. Conveyance of Property. The **Owner** shall provide notice to the Department not later than thirty (30) days after executing any document conveying any ownership or leasehold interest in the property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

H. Costs of Administering the Deed Restriction. The terms of this Covenant run with the land and will continue in perpetuity unless a Variance is granted or the Covenant is Terminated pursuant to sections N or O, below. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to California Code of Regulations, title 22, section 67391.1(h), the **Owner** agrees to pay the Department's costs associated with the administration of this Covenant. In the event that **Property** ownership changes between the time the Department incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs.

I. RESTRICTIONS

(1) **Property** shall not be used for any of following purposes: a residence, including any mobile home or factory built housing used as residential human habitation, a hospital for humans, a public or private school, a day care center for children, a playground.

(2) Soil Management. No activities that will disturb the surface soil to 12 inches below ground surface (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on

Property without a pre-approved Soil Management Plan and a Health and Safety Plan approved by the Department.

(3) **Owner** shall provide the Department written notice at least thirty (30) days prior to any building, filling, grading, mining, or excavation of the Property surface soil to 12 inches below the ground surface.

(4) Any soil removed from the **Property** shall be managed in accordance with all applicable provisions of state and federal law.

J. Access for Department. The **Department** shall have reasonable right-of-entry consistent with the purposes of this Covenant as deemed necessary by the Department to protect the public health and safety and oversee any remediation activities.

K. Inspection and Monitoring of Restrictions. The **Owner** shall inspect the **Property** annually for compliance with any of the Restrictions herein. Any violations of the Restrictions shall be grounds for the Department to take enforcement actions in accordance with section M, below.

L. Reporting.

Notices to the Department shall be made to: Department of Toxic Substances Control, Office of Military Facilities, Attn: Charlie Ridenour, 8800 Cal Center Drive, Sacramento, CA, 95826.

The **Owner** shall provide written notice to the Department of any violations identified during annual inspections and corrective actions taken, within 30 days of the date of the inspection.

M. Enforcement. Failure of the **Owner** or **Occupant** to comply with any of the Restrictions shall be grounds for the **Department** to exercise any or all of their rights to require that the **Owner** or **Occupant** modify or remove any improvements ("improvements" includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the **Property** in violation of the terms of this Covenant or the terms of the Historic Preservation Covenant set forth in Section 1, above. Violation of any provision of this Covenant shall be grounds for the **Department** to file civil or criminal actions as provided by law.

N. Variance. The **Owner**, or with the **Owner's** consent, any **Occupant**, may apply to the **Department** for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

O. Termination. Any **Owner**, or with the **Owner's** consent, any **Occupant**, may apply to **Department** for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the **Property**. Such application shall be made in accordance with H&SC section 25234.

P. Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the **Department** in the exercise of its discretion.

Q. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication to the general public or anyone else for any purpose whatsoever.

R. State of California References. All references to the State of California and the **Department** include successor agencies/departments or other successor entity(ies).

S. Notices Between the Parties. Whenever **Owner** gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

11. NOTICE OF THE PRESENCE OF ASBESTOS.

The **Property** may have asbestos containing material. The Phase 1 Environmental Due Diligence Audit, US Coast Guard Point Pinos Light Station, Pacific Grove, Monterey County, California, dated July 2002, states that due to the age of the structures, it is likely that asbestos-containing material (**ACM**) exists in the building materials. **ACM** has been confirmed in the construction materials used at the lighthouse.

The **GRANTEE** Covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the **Property**, or any part thereof, they will comply with all Federal, state and local laws relating to asbestos. The **GRANTOR** assumes no liability for damages for personal injury, illness, disability or death, to the **GRANTEE**, or to the **GRANTEE**'s successors, assigns, employees, invitees, or to any other person subject to the control or direction of the **GRANTEE**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the **Property** described in this Quitclaim Deed, whether the **GRANTEE**, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

12. HAZARDOUS SUBSTANCE ACTIVITY.

Notice. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that other than the substances identified in paragraphs 10 and 11, above, no hazardous

substances have been released or disposed of or stored for one year or more on the **Property**.

Covenant. United States warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. United States warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the **Property** on the date of this conveyance.

This covenant shall not apply:

(a) In any case in which the **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the **Property** or part thereof is a Potentially Responsible Party (PRP) with respect to the **Property** immediately prior to the date of this conveyance; **OR**

(b) To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) Results in a release or threatened release of a hazardous substance that was not located on the **Property** on the date of this conveyance; **OR**

(ii) Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the **GRANTEE**, its successor(s) or assign(s), seeks to have United States conduct any additional response action, and, as a condition precedent to United States incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide United States at least 45 days written notice of such a claim and provide credible evidence that:

(A) The associated contamination existed prior to the date of this conveyance; and

(B) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its successor(s) or assign(s), or any party in possession.

Access For Environmental Investigation, Remediation or Other Corrective Action. United States reserves a right of access, at reasonable times and upon reasonable advance written notice to the **GRANTEE**, to all portions of the **Property** or to any adjoining properties, for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to United States. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action,

response action, or corrective action on adjoining property. United States shall exercise reasonable efforts to minimize any interference with the operations of any then existing tenants on the **Property** or any then ongoing development activity in carrying out such response or corrective actions. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the **Property** and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

13. CONDITION OF PROPERTY.

The **GRANTEE** attests by its acceptance of this Quitclaim Deed that it has inspected, is aware of, and accepts the condition and state of repair of the **Property** herein conveyed. It is understood and agreed that the **Property** is conveyed "AS IS" and "WHERE IS" without any representation or warranty on the part of the **GRANTOR** to make any alterations, repairs, or additions. The **GRANTOR** shall not be liable for any latent or patent defects in the **Property**, except to the extent required by applicable law. The **GRANTEE** acknowledges by acceptance of this Quitclaim Deed that the **GRANTOR** has made no representation or warranty concerning the condition and state of repair of the **Property** nor any agreement or promise to alter, improve, adapt or repair the **Property** which has not been fully set forth in this Quitclaim Deed.

14. CONVEYANCES AND OBLIGATIONS.

- A. The **GRANTEE** attests by its acceptance of and recording of this Quitclaim Deed that all of the covenants and obligations stated in this conveyance run with the **Property** and are binding upon the **GRANTEE**, and agrees to perform all of its obligations related thereto.
- B. This Quitclaim Deed and its acceptance by the **GRANTEE** shall constitute the entire agreement between the **GRANTEE** and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding upon execution or delivery of the Quitclaim Deed by the United States.
- C. The **GRANTEE** shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand, or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to the **Property** or economic loss) that arises from the **GRANTEE's** or the **GRANTEE's** employee's, agent's, or representative's use or occupancy of the **Property** and/or the **GRANTEE's** failure to comply with the terms and conditions of the conveyance excepting those claims arising

out of the negligence of the United States.

- D. Except to the extent they conflict with California law, the **GRANTEE** further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the **Property**, and the **GRANTEE** shall be subject to any use restrictions issued under said Act and Orders.

15. COMPLIANCE AND FAILURE OF GRANTOR.

The United States, and any representative it may so delegate, shall have the right of entry upon the **Property** at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under this Quitclaim Deed shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States, and the **GRANTEE's** obligations with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR, acting by and through the Commandant, U.S. Coast Guard, and by further delegation to the Commander, U.S. Coast Guard maintenance and Logistics Command Pacific, has caused this Quitclaim Deed to be executed as of the day and year first written above.

For the UNITED STATES OF AMERICA



M. K. BROWN
Rear Admiral, U.S. Coast Guard
Commander, Maintenance and Logistics Command Pacific

WITNESS:

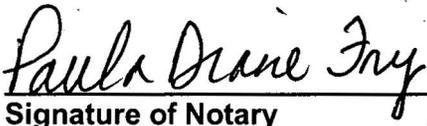
CERTIFICATION BY NOTARY PUBLIC

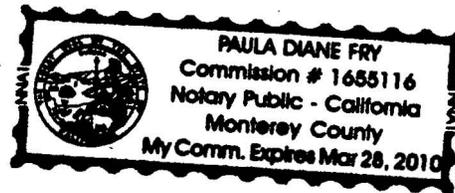
State of California

County of ~~Alameda~~ MONTEREY *af*

On AUGUST 23, 2006, before me, PAULA DIANE FRY, personally appeared M. K. BROWN AND DANIEL CORT, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary



Notary Stamp

ACCEPTANCE of QUITCLAIM DEED

The **GRANTEE**, through its authorized representative, hereby accepts title to the conveyed **Property** and accepts and agrees to all of the terms, conditions, and restrictions contained in the QUITCLAIM DEED set forth above. Executed on behalf of the **GRANTEE** this 23RD day of AUGUST, 2006, at Monterey County.



CITY OF PACIFIC GROVE



By: Daniel Evan Cort
Mayor of the City of Pacific Grove

EXHIBIT "A"

LEGAL DESCRIPTION

For Point Pinos Coast Guard Reservation
Point Pinos Rancho, City of Pacific Grove, California

POINT PIÑOS COAST GUARD RESERVATION

Certain real property situate in Point Piños Rancho, City of Pacific Grove, California, particularly described as follows:

BEGINNING at a point in the line of ordinary high water of the Bay of Monterey, at the intersection of said line with the northerly prolongation of the easterly boundary of the Point Piños Lighthouse Reservation, as said Reservation is described in that certain deed to the United States of America dated November 23, 1870 and recorded in Book J of Conveyances at Page 305, records of Monterey County, California, which point bears N. 15° 36' E., approximately 260 feet from a stone monument marked "L.H.R." at the northeast corner of the said Point Piños Lighthouse Reservation; and running thence, following the meanderings of the line of ordinary high water of the Bay of Monterey and of the Pacific Ocean (bearings based on the true meridian)

- (1) westerly, southwesterly and southerly to the point of intersection of said ordinary line of high water with the a westerly prolongation of the southerly boundary of said original Lighthouse Reservation; thence leaving said line of ordinary high water and running along said westerly prolongation of said boundary
- (2) S. 74° 34' E., 1200 feet, more or less, to a stone monument marked "L.H.R." standing at the southwest corner of said Point Piños Lighthouse Reservation; thence along the southerly boundary of said Reservation
- (3) S. 74° 34' E., 545 feet to a 10" by 10" granite monument marked "U.S.L.H." at the southeast corner of said Reservation; thence along the easterly boundary of said Reservation
- (4) N. 15° 26' E., 2000.00 feet to the above said stone monument marked "L.H.R." at the northeast corner of the said Point Piños Lighthouse Reservation; thence
- (5) N. 15° 26' E., 260 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM:

A certain parcel of land particularly described as follows:

BEGINNING at a point which bears N. 15° 26' E., 116.05 feet from the southeast corner of the above described Point Piños Coast Guard Reservation; and running thence along the easterly boundary of said Reservation

- (1) N. 15° 26' E., 193.37 feet; thence leaving said easterly boundary
- (2) S. 74° 29' 33 W., 748.63 feet; thence

- (3) S. 15° 28' 43" W., 250.39 feet; thence
- (4) S. 74° 34' E., 692.78 feet; thence
- (5) 79.27 feet along the arc of a tangent curve to the left having a radius of 56.05 feet through a central angle of 90° 00' (long chord bears S. 29° 34' E., 39.63 feet) to the point of beginning.

ALSO EXCEPTING THEREFROM:

A certain parcel of land particularly described as follows:

BEGINNING at a point which bears N. 15° 26' E., 827.1 feet from the southeast corner of the above described Point Piños Coast Guard Reservation; and running thence along the easterly boundary of said Reservation

- (1) N. 15° 26' E., 200.00 feet; thence leaving said easterly boundary
- (2) N. 74° 34' W., 300.00 feet; thence
- (3) S. 15° 26' W., 200.00 feet; thence
- (4) S. 74° 34' E., 300.00 feet to the point of beginning.

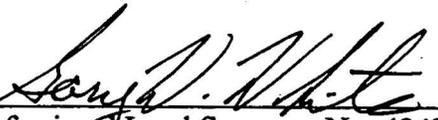

Professional Land Surveyor No. 4247
October 18, 2004



EXHIBIT "B"

SURVEY PLAT

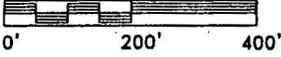
For Point Pinos Coast Guard Reservation
Pacific Grove, California

MONTEREY
BAY

TRUE MAGNETIC



SCALE: 1" = 200'



BEARINGS ARE BASED
ON THE TRUE MERIDIAN

PACIFIC OCEAN

OCEAN VIEW

BOULEVARD

POINT PINOS COAST GUARD RESERVATION

POINT PINOS LIGHTHOUSE RESERVATION

ASILOMAR AVENUE

CITY OF
PACIFIC GROVE
SEWER
TREATMENT
SITE

STONE
MONUMENT
MARKED
"L.H.R."

US COAST
GUARD
HOUSING

U.S. NAVY

R = 56.05
Δ = 90'
L = 79.27

LIGHTHOUSE AVENUE

STONE
MONUMENT
MARKED
"L.H.R."

10"x10"
GRANITE
MONUMENT
MARKED
"U.S.L.H."

NEILL ENGINEERS CORP.  CARMEL, CALIFORNIA

SURVEY PLAT
POINT PINOS COAST GUARD
RESERVATION
PACIFIC GROVE, CALIFORNIA

OCT. 15, 2004 W.O. PGRET04E SCALE: 1"=200'

EXHIBIT "C"

California Department of Toxic Substance Control
Transfer and Use Restrictions Concurrence



Linda S. Adams
Secretary for
Environmental Protection

Department of Toxic Substances Control

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Arnold Schwarzenegger
Governor

July 3, 2006

Mr. Robert L. Smith
Chief, Civil Engineering Division
U.S. Coast Guard
1301 Clay Street, Suite 700N
Oakland, California 94612-5203

POINT PINOS LIGHTHOUSE INVESTIGATION AND TRANSFER TO THE CITY OF PACIFIC GROVE, CALIFORNIA

Dear Mr. Smith:

Thank you for your letter dated May 19, 2006 regarding the investigation and proposed transfer of the Point Pinos Lighthouse, Pacific Grove, California from the Federal Government to the City of Pacific Grove. You requested the Department of Toxic Substances Control (DTSC) review the submitted investigation report and sign a quit claim deed transferring the lighthouse in an "as-is" condition to the City of Pacific Grove. We have reviewed the site investigation report and the quit claim deed and concur with the proposed transfer and use restrictions, but request you make the changes to the quit claim deed as described below.

The Phase II Lead Contamination Assessment Report, January 2006, provides the results of lead sampling conducted around the lighthouse. Lead concentrations in soil ranged from 6 mg/kg to 6490 mg/kg. Risk analysis using DTSC's Lead Spread Model indicates the lead concentrations would pose a significant risk to humans for a residential use scenario but not a significant risk for a commercial/ industrial use scenario. Based on the mandated future use as a historic landmark and operational aid to navigation, use restrictions will provide a remedy that is protective of human health and the environment.

Based on the particular conditions associated with this property transfer, DTSC will not require a separate land use covenant. In accordance with DTSC regulations,

Mr. Robert L. Smith
July 3, 2006
Page 2

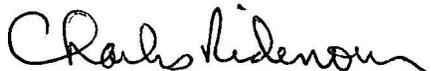
alternatives to a land use covenant may be utilized under certain circumstances. Current and future restrictions placed on the property to retain its function as an operating Federal Aid to Navigation and its listing in the National Register of Historic Places will prevent future residential use. Separately, the deed includes restrictions on future use, restriction monitoring and reporting, and requires a Department approved soil management plan for any soil disturbances.

DTSC appreciates the effort the U.S. Coast Guard has taken to coordinate this property transfer, and recommends future lighthouse transfers be handled similarly. As stated above, DTSC requests the following changes to the quit claim deed:

- 1) Remove DTSC's signature block from the quit claim deed;
- 2) Modify section "10. L Reporting" to section "10. L Reporting. The Owner shall provide written notice to the Department of any violations identified during annual inspections and corrective actions taken, within 30 days of the date of the inspection."
- 3) Add a section "Notices to the Department" and state the following: "Notices to the Department shall be made to: Department of Toxic Substances Control, Office of Military Facilities, Attn: Charlie Ridenour, 8800 Cal Center Drive, Sacramento, CA 95826."

Please provide me with a copy of the final signed quit claim deed for our records. If you have any questions or comments, please contact me at (916) 255-3571.

Sincerely,



Charles Ridenour, P.E.
Chief, Federal Facilities Unit
Office of Military Facilities

cc: The Honorable Sam Farr
100 W. Alisal Street
Salinas, California 93901

Mr. Robert L. Smith
July 3, 2006
Page 3

cc: Mr. Jim Colangelo
City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, California 93950

Mr. Tom Doszkocs
Government Services Administration
401 West A Street, Suite 2075
San Diego, California 92101

Mr. Richard Beyer
Attorney-Advisor
Environmental Law Branch
Maintenance and Logistic Command,
Pacific Coast Guard Island
Alameda, California 94501

Mr. Rick Brausch
Department of Toxic Substances Control
1001 I Street
Post Office Box 806
Sacramento, California 95812

END OF DOCUMENT

From: Lisa Ciani <lisa.ciani@gmail.com>

Date: December 4, 2017 at 10:21:10 PM PST

To: Rudy Fischer <rudyfischer@earthlink.net>, Cynthia Garfield <cgarfield@cityofpacificgrove.org>, Bill Kampe <bkampe@cityofpacificgrove.org>, Bill Peake <bpeake@cityofpacificgrove.org>, Ken Cuneo <kencun17@icloud.com>, Robert Huitt <huitt@comcast.net>, Nick Smith <nsmith@cityofpacificgrove.org>, Ben Harvey <citymanager@cityofpacificgrove.org>, cityclerk@cityofpacificgrove.org, David Laredo <dave@laredolaw.net>

Subject: Proposed multi-year car auction agreement, agenda item 12A, 12-6-17 meeting

Dear Mayor Kampe and Council Members,

The Car Auction event organizers did not follow through on a significant coastal resource protection measure that Coastal staff assured us would be provided for Crespi Pond, a “protected” coastal wetland and ESHA in our LCP.

I was at the location of the Pacific Grove Car Auction on August 17, serving as a monitor for the Black Oystercatcher territories across Ocean View Blvd from the golf course, while the drone operator hired by the Chamber of Commerce was filming the event. I was assisting him in assuring that there was no wildlife disturbance while he was operating his drone, and he was very careful and cooperative in planning his drone operation.

In contrast, the Car Auction organizers had assured Coastal staff that they would provide specified protective measures in order to avoid requiring a CDP. Here is what PG’s Coastal Analyst Brian O’Neill wrote to me and other concerned residents of PG on July 28 (hopefully specific Crespi Pond protective measures show up in black contrasted with blue font):

On Jul 28, 2017, at 1:42 PM, O’Neill, Brian@Coastal <brian.o'neill@coastal.ca.gov> wrote:

All,

Thank you for contacting our office regarding the temporary auto auction event that is scheduled to take place at the Pacific Grove Golf Links in August. As we have previously explained, many temporary events within the Coastal Zone are excluded from Coastal Development Permit (CDP) requirements under the Commission’s temporary event guidance (attached). In this case, a CDP is not required because the event will not occupy part or all of a sandy beach area. Thus criteria (b) for requiring a CDP under our guidelines has not been met.

Our guidelines further state that the Executive Director has the discretion to require a permit in certain circumstances where the event has the potential for significant adverse impacts to coastal resources. The organizers of this event have instituted measures to protect coastal resources during the event. These measures include a reduction in the proposed parking area to create a 150-foot buffer from Crespi Pond and the use of straw wattles to protect water quality. The golf course and lighthouse will remain open to public use. The event organizers will utilize a variety of strategies to prevent significant impacts to public parking including the use of free shuttles, free valet parking, traffic management, directional signage, and signs to ensure that

public parking areas along Ocean Boulevard remain open to the public. With these protective measures, the Executive Director has determined that the proposed event does not have the potential for significant adverse impacts to coastal resources. Accordingly, the proposed event meets the criteria for exclusion from CDP requirements under our guidance.

Thank you,
Brian

Brian O'Neill, Coastal Program Analyst
Central Coast District Office
Coastal Commission
725 Front Street, Suite 300
Santa Cruz, CA 95060
(831) 427-4864

However, the event organizers did not provide the protective measures for Crespi Pond; the Public Works Director did not enforce provision of those protective measures; and there was no way for the public to enforce the measures. Parking was allowed right up to the fence at the edge of the wetland despite promising a 150' buffer from the wetland. Furthermore, there were bright lights aimed at the wetland during the evening, and loud music. Many of the birds in the wetland are secretive and only seen when they emerge from the reeds, but they are there. The City needs to require the measures Brian O'Neill promised—and more, now that we have seen what happens at one car auction event.

That evening, I reported the violation to the PG police, who came and spoke with me but had no authority to do anything, and I reported the violation to Coastal staff the next day with photographs. Since PG's Coastal analyst failed to put the understanding in an enforceable document, Coastal Commission Enforcement staff could not act on my violation report. I have reminded their enforcement personnel of the car auction incident at Crespi Pond and informed them of the proposed multi-year agreement.

Any agreement the City negotiates with the Car Auction organizers needs to include protective measures for Crespi Pond developed by local wildlife monitors and experts, with clear enforcement provisions that include coordination by the City with those monitors and experts.

The agenda report finding that CEQA review is not necessary is ignoring the facts. The Car Auction takes place directly adjacent to Crespi Pond wetland, which is an ESHA, it continues after dark, and it takes place during nesting season. And while the car auction itself takes place during one, long evening, the set up, preview period, and break down require approximately ten days of moving a large number of cars on and off the area and considerably more intense use than the normal golf course activity. Even more cars can be expected to park on the golf course in future years, as the event becomes better known. Furthermore, since both the City and the event organizers have ignored the protective measures for the wetland promised for the first car auction event, and since Coastal analyst Brian O'Neill is not an expert with regard to the natural

resource issues at Crespi Pond, I believe there needs to be environmental review to address the potential for significant negative impacts to the wetland.

Thank you for considering my comments,
Lisa Ciani

Car Auction parking 8/17/17





Lighting during Car Auction



Crespi Pond



Fwd: IS/MND for 5-year agreement for Car Auction

Lisa Ciani <lisa.ciani@gmail.com>

Thu, Apr 26, 2018 at 11:18 AM

To: Ben Harvey <citymanager@cityofpacificgrove.org>

Cc: Rudy Fischer <rudyfischer@earthlink.net>, Cynthia Garfield <cgarfield@cityofpacificgrove.org>, Bill Kampe <bkampe@cityofpacificgrove.org>, Bill Peake <bpeake@cityofpacificgrove.org>, Ken Cuneo <kencun17@icloud.com>, Robert Huit <huitt@comcast.net>, Nick Smith <nsmith@cityofpacificgrove.org>, City Clerk <cityclerk@cityofpacificgrove.org>, Dave Laredo <dave@laredolaw.net>, Wendy Lao <wlao@cityofpacificgrove.org>, Daniel Gho <dgho@cityofpacificgrove.org>, Mark Brodeur <mbrodeur@cityofpacificgrove.org>

Mr. Harvey,

Thank you for your email.

You have not even stated a public review deadline for inclusion in the agenda report—you seem to be saying that Council will receive tomorrow an agenda report with the IS/MND presented as if it's the final draft, despite its being five days before the end of the public review period. Where is the transparency? There is nothing in the notification to the public about the IS/MND that says public comments should be submitted to City Council.

You make no reference to the posted public review period which ends on May 2, 2018. You simply refer to Council considering "those comments that are received" as if Council is the CEQA consultant, and you specify no date. You ask me to "assist the Council in meeting their schedule". What about the public's schedule? Are you suggesting Council can ignore the public review period announced to the public, and make their own assessment of the IS/MND based on their CEQA expertise and staff's and whatever they have time to read right up to the time of their meeting?

Your IS/MND "cycle" is random, and disrespectful of the public. Your "cycle" eliminates the opportunity for public comment from anyone who is not able to respond until near the end of the public review period to even be included in the Council packet. This "cycle" undermines the intent of CEQA. The City asks for all public comment to be submitted to Council by 9am the day prior to the Council meeting.

I have to refer back to the Mayor's State of the City addresses for prior years, because this year's address no longer mentions "effective public engagement" and "transparent processes" as priorities. In the past, the Mayor stated, "The first goal is to make sure public information about our government and our activities is accessible to our residents and staff in a timely, reliable, and accurate manner." Meeting the minimum legal requirements—if that—is not a formula for effective public engagement. The public hearing has been inappropriately scheduled and needs to be postponed.

Lisa Ciani

> On Apr 25, 2018, at 3:20 PM, Ben Harvey <citymanager@cityofpacificgrove.org> wrote:

>

> Ms. Ciani,

>

> Thank you for your email. You are encouraged to submit your comments as soon as possible to assist the City Council in meeting its schedule. To clarify, the Draft Initial Study/Mitigated Negative Declaration cycle, the process requires the publishing of the draft document (link contained within this email), and for the City Council to consider those comments that are received. All comments received will be provided to the City Council with the agenda report. Those comments received after the City Council agenda packet has been posted will be distributed with the agenda errata. City Staff will be prepared to respond and assess those comments that are received, providing input/advice to the City Council.

>

> Please also be advised that the proposed car auction event attendee parking is proposed to be moved this year, away from Crespi Pond, just as the posted MND document indicates.

>

> Linke to Draft Initial Study/Mitigated Negative Declaration:

>

> <https://www.cityofpacificgrove.org/sites/default/files/general-documents/ceqa-california-environmental-quality-act/draft-mnd-auto-auction-golf-course.pdf>

>

> Thank you.

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>
> On Wed, Apr 25, 2018 at 2:18 PM, Lisa Ciani <lisa.ciani@gmail.com> wrote:
> Dear Mayor Kampe and City Council,
>
> I have just discovered that the hearing for the 5-year agreement for the car auction and for the Initial Study/Mitigated Negative Declaration is scheduled for the Council's May 2nd agenda, TWO HOURS AFTER THE CLOSE OF THE PUBLIC REVIEW PERIOD for the environmental review document. (See Notice of Intent to Adopt a Mitigated Negative Declaration for this project on the City's CEQA webpage.)
>
> That scheduling makes a mockery of public comment. Public review of the IS/MND appears to be meaningless, since public comments may not be considered in a final draft IS/MND which needs to be prepared enough in advance of the Council meeting to be included in the agenda report which is typically posted the Friday before the meeting. (That would be April 27, for the May 2 Council meeting). In this case, the final draft IS/MND would need to be completed almost a week before the public review period ends.
>
> The car auction is to be located immediately adjacent to Crespi Pond wetland, an Environmentally Sensitive Habitat Area. The event organizers and the City failed to uphold the protective measures agreed to with Coastal Commission staff for last year's event. A very clear, enforceable plan for protection of the wetland needs to be in place for the next 5 years. Time needs to be allowed for public comment to be considered and incorporated into the IS/MND.
>
> Please re-schedule the Council's public hearing of the proposed agreement for the car auction and IS/MND. The hearing needs to take place after all public comment has been considered and sufficient time can be allowed for both the public and the Council to review the final draft IS/MND. And please provide appropriate public notice of the change in schedule.
>
> I would appreciate a timely response to my request.
>
> Thank you,
> Lisa Ciani
>
>
>
> --
> Ben Harvey
> City Manager
> City of Pacific Grove
> bharvey@cityofpacificgrove.org



Fwd: The proposed May 3 agenda makes me feel like Alice in Wonderland

Ben Harvey <citymanager@cityofpacificgrove.org>

Thu, Apr 26, 2018 at 1:54 PM

To: "JaneHaines80@gmail.com" <janehaines80@gmail.com>

Cc: "Laredo P.G. City Attorney" <dave@laredolaw.net>, Wendy Lao <wlao@cityofpacificgrove.org>, Mark Brodeur <mbrodeur@cityofpacificgrove.org>, Daniel Gho <dgho@cityofpacificgrove.org>, "rudyfischer@earthlink.net" <rudyfischer@earthlink.net>, Garfield Cynthia <cgarfield@cityofpacificgrove.org>, Bill Kampe <bkampe@cityofpacificgrove.org>, Bill Peake <bpeake@cityofpacificgrove.org>, Ken Cuneo <kencun17@icloud.com>, "huitt@comcast.net huitt@comcast.net" <huitt@comcast.net>, Smith Nick <nsmith@cityofpacificgrove.org>, Pacific Grove City Clerk of <cityclerk@cityofpacificgrove.org>

Ms. Haines,

Further down on the same page that you reference in your last email, you'll see the following:

x x x x

10. Other public agencies whose approval is required: California Coastal Commission (site leveling and pathways only)

x x x x

The City has submitted a Coastal Development Permit application to the California Coastal Commission, which is mentioned in the forthcoming 5/2 City Council agenda report.

Thank you.

On Thu, Apr 26, 2018 at 1:44 PM, JaneHaines80@gmail.com <janehaines80@gmail.com> wrote:

On Apr 26, 2018, at 1:38 PM, JaneHaines80@gmail.com <janehaines80@gmail.com> wrote:

Mr. Harvey,

The Initial Study/Environmental Checklist Form, page 2 item 8 states:

"8. Description of the Project: The proposed project is a concession agreement for a series of five annual collector car auctions (one per year) to be conducted at the Pacific Grove Municipal Golf Course ..."

Since the project is instead "proposed improvements to be made at the golf course," I hope the agenda report will explain why a coastal development permit is not needed.

Sincerely,
Jane Haines

On Apr 26, 2018, at 1:25 PM, Ben Harvey <citymanager@cityofpacificgrove.org> wrote:

Ms. Haines,

Thank you for your email. Tthe Initial Study/Mitigated Negative Declaration (IS/MND) relates to the proposed improvements to be made at the golf course, and not to the actual proposed contractual agreement with Worldwide Auctioneers. All information related to the proposed golf course improvements is within the posted IS/MND document. While the draft contract will be included as an attachment to the forthcoming 5/2 City Council agenda report item, it is not required to be included with the IS/MND, nor does it provide additional

information the public is not already made aware of from reading the IS/MND document itself.

On Thu, Apr 26, 2018 at 11:27 AM, Jane Haines <janehaines80@gmail.com> wrote:

Dear City Council,

According to the City website, "A public hearing on the proposed project and mitigated negative declaration [for a 5-year concession agreement for annual car auctions] is tentatively scheduled to be held by the City Council on May 2, 2018 at 6:00 p.m."

However, the Public Works Director informed me this morning that I can't review the proposed concession agreement until after the agenda is posted tomorrow (April 27).

And it gets curiouser and curiouser. The 41-page draft initial study and mitigated negative declaration evaluates that same agreement that apparently doesn't exist yet.

Alice said: "Why, sometimes I've believed as many as six impossible things before breakfast." Me too, I actually read 41 pages evaluating something that apparently doesn't exist yet.

Alice in Wonderland, I mean — Jane Haines

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Ben Harvey
City Manager
City of Pacific Grove
bharvey@cityofpacificgrove.org

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Ben Harvey
City Manager
City of Pacific Grove
bharvey@cityofpacificgrove.org

**Responses to Comments
Golf Course Auction**

COMMENT	CITY RESPONSE
Note from Staff	
On page 18, Section V. Cultural Resources, there was a typographical error under Item B.	Item B has been revised to include reference to Item D.
Letter of April 3, 2018 from Louise J. Miranda Ramirez, on behalf of Ohlone/Costanoan Esselen Nation (OCEN) Native American Tribal Council	
<p>OCEN objects to all excavation in known cultural lands. OCEN requests that all cultural items, if discovered, be return to them. OCEN's Tribal leadership requests to be provided with: archaeological reports/surveys, including subsurface testing, and presence/absence testing; inclusion in mitigation and recovery programs; Cultural and Tribal mitigation measures reflect request for OCEN tribal Monitor; reburial of any of OCEN's ancestral remains and burial artifacts; placement/return of all cultural items to OCEN; that a Native American Monitor of OCEN, approved by OCEN, to be used, and consultation with the lead agency.</p>	<p>The City conducted tribal consultation with the OCEN tribe, and has provided the OCEN tribe with an archaeological report. The City has also clarified the proposed language for Mitigation Measure CUL-1 – Archaeological and Tribal Resources, as follows (changes shown with <u>underline</u> and strikeout):</p> <ul style="list-style-type: none"> a. A qualified tribal cultural resources monitor approved by the OCEN tribe, A Native American Monitor of the Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council, and a qualified archaeological monitor, shall be present during project excavations and other earth disturbances. If, at any time, potentially significant tribal cultural features, archaeological resources, or human remains are encountered during construction, work shall be halted within 164 feet (50 meters) of the find until the monitors can evaluate the discovery. If the feature is determined to be significant, work will remain halted until an appropriate mitigation is developed, with the concurrence of the lead agency, and implemented. b. Prior to the start of construction, a representative from the OCEN Tribe shall conduct an educational meeting to explain the purpose of the monitoring, to show the construction personnel what is being monitored and to explain what will happen in the incidence of locating an archaeological or tribal cultural resource during construction activities. The representative will briefly explain the history of the tribe, why resources may be found on the property, and what construction staff should do if such resource is spotted on the project site. The construction personnel will be shown a photo of the resource. c. If, at any time, human remains are identified, work must be halted and the Monterey County Coroner must be notified immediately. If the Coroner determines that the remains are likely to be Native American, the Native American Heritage Commission must be notified as required by law. The Most Likely Descendant designated by the Heritage Commission will provide recommendations for treatment of Native American human remains. d. If sufficient quantities of cultural material are recovered during monitoring/data recovery, appropriate mitigation measures shall be determined by the OCEN tribe. e. Following monitoring and data recovery, a report

COMMENT	CITY RESPONSE
	<p>suitable for compliance documentation should be prepared. This report should document the field methodology and findings and make management recommendations, as necessary.</p> <p>f. If analysis of cultural materials is undertaken, a Final Technical Report documenting the results of all scientific studies should be completed with a year following completion of monitoring and data recovery field work.</p>
<p>Letter of April 20, 2018 from John R. Troth:</p>	
<p>1. <u>Description of Project:</u> The project description is inadequate and must be revised and the Initial Study recirculated to reflect the following:</p> <p>a. Event setup and teardown require 3-4 days each. When combined with the three-day auction/viewing time the total event timeframe is approximately 10-12 days.</p>	<p>The Project Description has been revised to clarify that the total duration of activity on-site for each event, from the beginning of set-up to the completion of tear-down, would be approximately 12 days.</p> <p>No new significant impacts would occur in connection with this revision, and no additional mitigation measures are required.</p>
<p>b. Because the environmental review is based on a defined number of guests (i.e., 500) this must be set as a maximum attendance so as to assure the adequacy and accuracy of the environmental assessment.</p>	<p>The maximum number of guests is to be determined by the fire marshal upon inspection of the erected tents, but not to exceed 500 persons. This estimate is based upon previous similar events. It is important to note that most potential environmental impacts would result from physical changes related to the event, not the number of attendees. Potential impacts directly related to the number of attendees would typically include traffic; however, as noted in the Initial Study, shuttle service is proposed for attendees, which would reduce vehicular travel to and from the site. Mitigation Measure HAZ-1 requires approval of a traffic control and emergency access plan, which would substantially reduce temporary traffic impacts.</p> <p>The analysis presented in the Initial Study adequately evaluates potential environmental impacts, and no changes are required in connection with this comment.</p>
<p>c. The route of the valet parking (i.e., between the 18th and the 16th fairways) must be specifically defined to assess potential impacts to Crespi Pond and traffic conflicts on Sunset/Ocean View Boulevard.</p>	<p>The valet parking route between the 18th and 16th hole would utilize a decomposed granite roadway on the southernly end of the 18th hole and the driving range to access the 16th fairway. The route of valet parking <i>per se</i> is not a relevant consideration in the analysis of impacts related to Crespi Pond or traffic conflicts. Rather, the relevant considerations are whether valet parking would encroach into biologically sensitive areas near Crespi Pond, and whether valet parking would cause unsafe traffic conditions. Both of these issues are analyzed in the Initial Study, and mitigation measures BIO-1 and HAZ-1 have been included to address these potential impacts.</p> <p>The analysis presented in the Initial Study adequately evaluates potential environmental impacts, and no changes are required in connection with this comment.</p>
<p>d. Signage AND (not or) temporary barriers informing attendees that event parking is not permitted in coastal pullouts, along Ocean View Boulevard, or in residential areas</p>	<p>The project description (p.3) has been revised to specify that signage and temporary barriers will be used to inform attendees that event parking is not permitted in the coastal</p>

COMMENT	CITY RESPONSE
<p>must be imposed through enforceable mitigation measures.</p>	<p>pull-outs, along Ocean View Boulevard, or in residential areas.</p> <p>This comment does not raise a new significant impact. The revision would clarify City requirements related to the proposed project.</p>
<p><u>2. Other Public Agencies Whose Approval is Required:</u></p> <p>a. In accordance with Coastal Commission staff comments on the draft Local Coastal Program (proposed section 23.90.040.F) a Coastal Development Permit for the event will be required because the event (including setup and teardown) will exceed two days in duration. Because the property is subject to the terms and conditions of the Deed recorded as Document 2006074277 (see the attached letter dated July 28, 2017, which letter is incorporated by this reference herein), the following responsible agencies must be included in the recirculation of the Initial Study/Mitigated Negative Declaration: U.S. Department of Interior, U.S. Fish & Wildlife Service, State of California State Historic Preservation Office, U.S. Army Corp of Engineers, California Coastal Commission, and United States Government Services Administration Office of Real Property Utilization and Disposal.</p>	<p>The Draft Local Coastal Program (LCP) is currently a draft document undergoing revisions which has not been adopted by the City of Pacific Grove or the California Coastal Commission. As a result, the Draft LCP should not be used to regulate this event. Nonetheless, the City has contacted the California Coastal Commission to obtain all necessary approval for this event. The City has also sent the IS/MND to the Office of Planning and Research's State Clearinghouse, who is charged with distributing the IS/MND to government agencies they deem appropriate, pursuant to CEQA.</p> <p>The Initial Study (No. 10 on p. 3) notes that Coastal Commission approval is required for the proposed project. No new potentially significant impacts have been identified and recirculation of the IS/MND is not required.</p>
<p>b. A recent out-of-season agreement by the City of PG with an outside firm for temporary use of PG parkland should set the absolute minimum requirements for the auto-auction, or the City of PG can be accused of picked favorites without any public reason. Per an article in the P.G. Cedar Times (April 13-19, 2018, pg. 1): The applicant . . . had requested a permit for . . . Lovers Point Park, including exclusive use of a 1200 square foot portion of the park plus parking lot use over a 12-day period, to give them time for set-up, filming, and take-down of the structure. Park use fees include:</p> <ul style="list-style-type: none"> • Park rental fee @ \$2,111.00/day at 12 days \$25,332.00 • Park use fee @ \$2.10/sq. ft. \$30,240.00 • Parking spaces in Lot A @ 35 x \$21 for 3 days \$2,205.00 • Parking spaces in Lot B @ 11 x \$21.00 for 3 days \$693.00 • Estimated total \$58,770.00 • Less 25% credit on City costs \$14,692.50 • Revised estimated amount \$44,077.50 <p>The fees will not include personnel charges such as police officer and public works employees, which will be reimbursed directly to the City . . . separately from the park use fees. Environmental documents are not required and the Coastal Commission has advised that the activity is exempt from a Coastal Development Permit because it is a temporary event [in a downtown location].</p>	<p>This comment relates to the City's establishment of fees for use of City property or the provision of City services. These activities are exempt from the provisions of CEQA pursuant to Sec. 15273. No response is necessary.</p>
<p><u>3. Aesthetics:</u> In order to avoid impacts on adjacent homeowners and Crespi Pond, mitigation measure AES-1 must be modified to require all lighting be ground-level only and shielded to prevent impacts to adjacent land uses.</p>	<p>Mitigation Measure AES-1 includes the requirement that "All temporary light fixtures shall be placed to direct light rays onto the event site...." This requirement will reduce potential impacts from light and glare on nearby properties and Crespi</p>

COMMENT	CITY RESPONSE
	Pond to a level that is less than significant. No changes to the IS/MND or mitigation measures are necessary.
<p><u>4. Biological Resources</u></p> <p>a. Potential impacts from the proposed pedestrian sidewalk on the existing mature cypress trees bordering Asilomar Boulevard must be assessed and mitigated.</p>	<p>No removal or disturbance to the mature trees bordering Asilomar Boulevard is proposed. No excavation that could damage roots is expected to be necessary because the existing walkway is below street level. Decomposed granite would be added as fill to bring the walkway up to the level of the existing curb. Furthermore, as with any public works construction project, if any tree roots were encountered during construction the City's standard process would be for the City Arborist to determine appropriate actions to protect the trees.</p> <p><i>Section IV - Biological Resources</i> of the Initial Study has been revised to clarify this practice. No new potentially significant impacts have been identified and no additional mitigation measures are necessary.</p>
<p>b. Mitigation measure BIO-1: Temporary fencing must include hay bales, straw wattles, or other mitigation to capture and control all runoff into Crespi Pond and the surrounding wetlands. A precise setback distance must be defined (e.g., 150 ft.) subject to the approval of the California Coastal Commission (not the Public Works Director). The proposed cart path must be relocated to respect the above-mentioned Crespi Pond/wetlands setbacks. An emergency response plan must be defined to address significant accidental spills of hazardous materials near Crespi Pond/wetlands. The location of the portalets proposed for the project must respect the Crespi Pond/wetlands setback.</p>	<p>A CDP application has been submitted to the Coastal Commission for the proposed project. Any changes to the project that are required by the Coastal Commission will be incorporated into the project prior to commencement of activity.</p> <p>No new significant impacts have been identified and no changes to the IS/MND are necessary.</p>
<p>c. Proposed parking on the 16th fairway is located uphill from Crespi Pond and its wetlands. Effective mitigation measures must be incorporated to protect the pond and wetlands from any oil or gasoline leaks or spills from parked vehicles.</p>	<p>It is highly unlikely that oil or gasoline leaks or spills from vehicles driven to the site could be of such large quantities as to flow overland and enter Crespi Pond. This comment constitutes unsubstantiated argument and speculation and does not constitute substantial evidence that a significant adverse effect could occur. No changes to the IS/MND or mitigation measures are necessary.</p>
<p>d. Access to the proposed 16th fairway parking lot must be defined and must respect the Crespi Pond/wetlands setback.</p>	<p>Mitigation Measure BIO-1 requires that temporary fencing shall be installed to prevent encroachment into the area near Crespi Pond, that the fencing remain in place throughout the duration of the event, and event staff shall ensure that all activities are conducted within the perimeter fence. This requirement will ensure that event activities do not encroach near Crespi Pond and will substantially reduce potential impacts to a level that is less than significant. No changes to the IS/MND or mitigation measures are necessary.</p>
<p>e. All of the above must be in accordance with recommendation from a qualified wetlands biologist.</p>	<p>The IS/MND acknowledges that Crespi Pond is a sensitive biological feature, and the required mitigation measures would protect the pond by ensuring that temporary event activities do not encroach near the pond. No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p><u>5. Hazards and Hazardous Materials:</u></p>	<p>The City will obtain all necessary approvals from the</p>

COMMENT	CITY RESPONSE
<p>a. Mitigation measure HAZ-1: The required plan must address “parking” as well as traffic control consistent with the project description and satisfactory to the California Coastal Commission.</p>	<p>California Coastal Commission for the project. The traffic control plan required by Mitigation Measure HAZ-1 must include any aspects of the event’s vehicular and pedestrian circulation that affect traffic safety, which may include parking requirements if determined necessary by the Public Works Director or the Police Department. This mitigation measure would substantially reduce potential impacts to a level that is less than significant. If additional requirements are determined by the Coastal Commission to be necessary they will be incorporated into the project prior to commencement of activity.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>b. No response plan is provided nor are response times provided for Fire Department or other PG city services to respond to leakages and discharges. This is especially needed as the event will likely be over a weekend, when PG city services are generally not available.</p>	<p>As noted in Response 4.c, it is highly unlikely that oil or gasoline leaks or spills could be of such large quantities as to require emergency response. This comment constitutes unsubstantiated argument and speculation and does not constitute substantial evidence that a significant adverse effect could occur.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>c. A response Plan is also needed due to the proximity of the site to Crespi Pond and wetlands. Minutes count in any response, and plans should be made for on-site responders.</p>	<p>Please see responses 4.c and 5.c. This comment constitutes unsubstantiated argument and speculation and does not constitute substantial evidence that a significant adverse effect could occur.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>d. Further, as the City of PG is now having multiple “temporary” outdoor events on public property, there needs to be a City of PG policy on such responses.</p>	<p>This comment does not raise a CEQA issue. No response is necessary.</p>
<p>6. <u>Land Use and Planning:</u> a. The project conflicts with the City General Plan as well as the Zoning Ordinance (“O” zoning designation). A commercial car show/auction is not compatible with open space recreation as defined in the General Plan (i.e., wildlife/forest preserve or public park uses) regardless of duration. It is also incompatible with golf use of the property (two of the 18 holes are proposed to be usurped by the event).</p>	<p>The Zoning Ordinance (P.G.M.C. 23.42.020) and the General Plan Section 2.15.5 allows for uses such as recreation areas, structures, and parking facilities in the “O” zoning district or Open Space land use designation. Consistent with zoning regulations and the General Plan, the City has authority to find the proposed event is a “pertinent and compatible” use with the Golf Course. In addition, the car auction is a temporary use. Further, no disruption in play for the event or reduction of golf holes would occur. During the event, the course would remain as an 18-hole facility, with the 18th hole being shortened from a par-4 to a par-3 with a temporary tee box.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>b. All events in the O district require a use permit in each case (ref. Zoning Ordinance, chapter 23). Use permits are also mandated for special events generally (23.64.020) and</p>	<p>Please see response 6.a.</p>

COMMENT	CITY RESPONSE
<p>for parking lots (23.64.050). The use permit exception for single occasion special events under section 23.64.055 only applies in the downtown area.</p>	
<p>c. The proposed events are also inconsistent with deed restrictions and regulations of agencies with jurisdiction over the property (ref. comment 2.a above) the violation of which risk forfeiture of the land (ref. July 28, 2017, letter attached).</p>	<p>Deed restrictions governing the Golf Course do not limit a special event such as the proposed auto auction. Consistent with City current zoning specifications in the Municipal Code and the General Plan, the City holds authority to finding the proposed event is a “pertinent and compatible” use with the Golf Course, and that there is no detriment or injury to the health, safety, peace, morals, comfort or general welfare of persons residing or working near the Golf Course, or to property and improvements on or near the Golf Course. These findings can support that the use is compatible with Open Space-Recreational use.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>d. These land use inconsistencies constitute significant unavoidable impacts requiring the preparation of an EIR.</p>	<p>Please see responses 6.a–c. As noted above, the recommended mitigation measures would substantially reduce all potential impacts to a level that is less than significant. No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are required. No EIR is necessary.</p>
<p><u>7. Noise:</u> a. In order for noise generated by “normal” vehicle traffic to be considered less than significant, “normal” vehicular traffic must be ensured by mitigation (i.e., hours of operation must be limited to 8:00 a.m. - 6:00 p.m. Monday through Saturday and 10:00 a.m. - 5:00 p.m. on Sunday).</p>	<p>This comment cites the permissible hours of construction activities. These time restrictions are not applicable to vehicle traffic on public streets not related to construction.</p> <p>No new potentially significant impacts have been identified and no changes to the IS/MND or mitigation measures are necessary.</p>
<p>b. No consideration, assessment, or mitigation has been proposed for amplified sound inside the event tents. The canvas tents will not shield the neighborhood or Crespi Pond from noise impacts associated with amplified sound inside the event tents. Mitigation measures must be defined and should be the same as those imposed on golf course clubhouse activities.</p>	<p>Amplified sound would be used inside the tent during the auction event. PGMC Chapter 11.94 regulates the operation of any sound-amplifying device; however, use of public address systems at sporting or tourist promotion events under city or school sponsorship, where amplification does not exceed the limits reasonably necessary to reach the attending audience is exempt from permit requirements. The proposed auction is a tourist promotion event intended to raise revenues for the City that support a range of public services. In addition, the event will be in compliance with the regulations set forth in PGMC Chapter 11.96, Unlawful Noises. This provision would ensure that impacts related to noise from amplified sound during the event would be less than significant.</p> <p>The IS/MND has been revised to clarify this provision.</p>
<p><u>8. Public Services:</u> Location and potential impacts (viewshed and biological/Crespi Pond/wetlands) of the necessary portable toilets must be assessed and mitigated.</p>	<p>Potential impacts to aesthetics/views and to Crespi Pond are addressed in Sections I and IV of the Initial Study, and all potential impacts would be mitigated to a level that is less than significant. With regard to portable toilets, standard practice requires a containment barrier to address potential spills.</p> <p>No new potentially significant impacts have been identified</p>

COMMENT	CITY RESPONSE
	and no changes to the IS/MND or mitigation measures are necessary.
<p>9. <u>Recreation</u>: Impacts to public access to the golf course resulting from the closure of two fairways for approximately 10 days must be assessed and mitigated.</p>	<p>The proposed project would involve temporary realignment (not closure) of two of 18 fairways at the golf course. This would not constitute a significant environmental impact as defined by CEQA. The relevant criteria to be used in evaluating recreation impacts are listed in Section XIV of the Initial Study, as follows:</p> <ul style="list-style-type: none"> A) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or B) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. <p>This comment does not raise a potential environmental impact that is within the scope of these criteria. No changes to the IS/MND or mitigation measures are necessary.</p>
<p>10. <u>Bonding</u>: The City of PG and its officials were provided documentation after the 2017 auto auction of the disregard of the conditions to protect the area, and then refused to provide any after-the-fact remedies (see attached December 4, 2017 email from Lisa Ciani). Since PG's Coastal analyst failed to put the understanding in an enforceable document, Coastal Commission Enforcement staff could not act on the violation report. In light of these facts, a performance bond in the amount of at least \$100,000 with liquidated damage provisions for harm caused by failure to comply must be required.</p>	<p>This comment does not raise a CEQA issue. No response is necessary. However, the City Council may consider bond requirements as part of the proposed agreement.</p>
<p>We respectfully request a written response to the above comments as well as advance written notice of all public hearings scheduled to consider the project, including the IS/MND. We note that the first public hearing on this matter is scheduled for May 2nd at 6:00p.m., which is only two hours after the close of the public comment period on the IS/MND. Obviously staff will not have time to prepare written responses to comments received in said two hours nor will the public have an opportunity to review said responses in order to meaningfully participate at the City Council meeting. The public hearing on this matter must be rescheduled to afford the public (and responsible agencies) reasonable opportunity to review staffs responses to comments.</p>	<p>CEQA does not require the preparation of written responses to comments on a proposed Mitigated Negative Declaration (CEQA Guidelines Sec. 15074). These responses have been prepared to assist the City Council in its evaluation of the IS/MND and public comments. If requested by the City Council, staff will provide additional responses to comments that may be received prior to the meeting.</p> <p>The City will add the author to the notification list for future hearings held on the proposed project.</p>
<p>Letter of April 25, 2018 from Lisa Ciani:</p>	
<p>Ms. Lisa Ciani's comment includes an inquiry about the public review process and the Crespi Pond wetland. Please see attachment for more details.</p>	<p>Please see City Manager Ben Harvey's response on April 25, 2018 (attached). In addition, as noted above, CEQA Guidelines Sec. 15074 does not require the preparation of written responses to comments on a proposed Mitigated Negative Declaration. These responses have been prepared to assist the City Council in its evaluation of the IS/MND and public comments.</p>

COMMENT	CITY RESPONSE
Letter of April 26, 2018 from Jane Haines:	
Ms. Jane Haines's comment includes an inquiry about the concession agreement and the California Coastal Commission approval process. Please see attachment for more details.	Please see City Manager Ben Harvey's response on April 26, 2018 (attached).

MITIGATION MONITORING & REPORTING PROGRAM

for:

AUTO AUCTIONS AT PACIFIC GROVE MUNICIPAL GOLF COURSE

Project Proponent(s):

WORLDWIDE AUCTIONEERS

Lead Agency:



CITY OF PACIFIC GROVE

Mitigation Monitoring and Reporting Program Auto Auctions at Pacific Grove Municipal Golf Course

MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	MONITORING RESPONSIBILITY	TIMING
AES-1. All temporary light fixtures shall be placed to direct light rays onto the event site and the lighting intensity shall be limited to the minimum necessary for public safety, as determined by the Public Works Director.	Applicant	City of Pacific Grove Public Works Director	During installation, and ongoing throughout the event.
BIO-1. Prior to commencement of any event activities, temporary fencing shall be installed to prevent encroachment into the area near Crespi Pond in a manner meeting the approval of the Public Works Director. The fencing shall remain in place throughout the duration of the event, and event staff shall ensure that all activities are conducted within the perimeter fence.	Applicant	City of Pacific Grove Public Works Director or appropriate designee, and event staff	During installation, and ongoing throughout the event.
<p>CUL-1. <u>Archaeological and Tribal Resources.</u></p> <p>a. A Native American Monitor of the Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council, and a qualified archaeological monitor, shall be present during project excavations and other earth disturbances. If, at any time, potentially significant tribal cultural features, archaeological resources, or human remains are encountered during construction, work shall be halted within 164 feet (50 meters) of the find until the monitors can evaluate the discovery. If the feature is determined to be significant, work will remain halted until an appropriate mitigation is developed, with the concurrence</p>	Applicant	Ohlone Costanoan Esselen Nation (OCEN) tribal cultural resources monitor and/or archaeological monitor, with the concurrence of City of Pacific Grove	Prior to and during earth disturbance activities

<p>of the lead agency, and implemented.</p> <p>b. Prior to the start of construction, a representative from the OCEN Tribe shall conduct an educational meeting to explain the purpose of the monitoring, to show the construction personnel what is being monitored and to explain what will happen in the incidence of locating an archaeological or tribal cultural resource during construction activities. The representative will briefly explain the history of the tribe, why resources may be found on the property, and what construction staff should do if such resource is spotted on the project site. The construction personnel will be shown a photo of the resource.</p> <p>c. If, at any time, human remains are identified, work must be halted and the Monterey County Coroner must be notified immediately. If the Coroner determines that the remains are likely to be Native American, the Native American Heritage Commission must be notified as required by law. The Most Likely Descendant designated by the Heritage Commission will provide recommendations for treatment of Native American human remains.</p> <p>d. If sufficient quantities of cultural material are recovered during monitoring/data recovery, appropriate mitigation measures shall be determined by the OCEN tribe.</p> <p>e. Following monitoring and data recovery, a report suitable for compliance documentation should be prepared. This report should document the field methodology and findings and make management recommendations, as necessary.</p> <p>f. If analysis of cultural materials is undertaken, a Final Technical Report documenting the results of all scientific studies should be completed with a year following completion of monitoring and data recovery field work.</p>			
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HAZ-1. Prior to commencement of any event activities, the applicant shall prepare a traffic control and emergency access plan in a manner meeting the approval of the Public Works Director and the Police Department. Event staff shall ensure that all activities are conducted, and emergency access is maintained, in compliance with the plan.	Applicant	Event staff	Prior to commencement of any event activities

This Concession Agreement (“Agreement”) is made by and between the **City of Pacific Grove**, a political subdivision of the State of California (hereinafter “City”) and **Worldwide Auctioneers California, LLC**, (hereinafter “CONCESSIONAIRE”).

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

1. **CONCESSION TO BE GRANTED.** The City hereby grants CONCESSIONAIRE the right to conduct and CONCESSIONAIRE hereby agrees to conduct, events described in **Exhibit A** in conformity with the terms of this Agreement. The events are generally described as follows: **Collector Car Auction. The event shall include all associated set up and tear down efforts at the site.**
2. **PAYMENTS BY CONCESSIONAIRE.** CONCESSIONAIRE shall pay and provide compensation to or on behalf of the City in accord with payment provisions in **Exhibit B.**
3. **TERM OF AGREEMENT.** This Agreement is from March 1, 2018 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall have no force or effect until signed by both CONCESSIONAIRE and City, with City signing last.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute an integral part of this Agreement as if set forth in full:

Exhibit A Concession Granted and Payment Provisions

Exhibit B Fees Per the City’s Master Fee Schedule

5. **PERFORMANCE STANDARDS.**

5.01. CONCESSIONAIRE warrants that CONCESSIONAIRE and CONCESSIONAIRE’s agents, employees, subcontractors, volunteers, and assisting organizations performing services under or in relation to this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and conduct the events required under this Agreement and are not employees of the City. Day-to-day supervision and control of all CONCESSIONAIRE’s employees, agents, subcontractors, volunteers and assisting organizations is the sole responsibility of CONCESSIONAIRE. The CITY shall nonetheless have the right of “just cause” rejection of any CONCESSIONAIRE employees, agents, subcontractors, volunteers or assisting organizations; if this right is exercised, CONCESSIONAIRE shall provide suitable replacements

5.02. CONCESSIONAIRE, its agents, vendors, employees, subcontractors, volunteers, and assisting organizations shall conduct all events in a safe, skillful and workmanlike 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. The requirements of California Health and Safety Code - 114259.5 shall apply. Live animals may not be allowed in any food facility. Animals must be kept at least 20 feet (6 meters) away from any mobile food facility, temporary food facility, or farmers' market.

5.04. CONCESSIONAIRE shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement. CONCESSIONAIRE shall not use City equipment, instruments, supplies, or personnel for any purpose to perform its obligations under this Agreement, except by express written authorization of the City Manager or his delegee.

5.05. CONCESSIONAIRE is responsible for all sign placement and removal, litter control, trash removal, clean-up and tear down activities and for providing necessary containers and personnel for recycling activities as determined by the City. Use of helium balloons or other event decorations that may result in illicit waste or discharges are prohibited. CONCESSIONAIRE must clean the entire area of garbage and debris, and restore the site to its original condition, during and after the event to the approval of the City staff representative. The City retains the right to have the area cleaned following the event, if the City in its sole discretion determines this is needed, and in such an event shall bill (and the CONCESSIONAIRE shall pay) any cost incurred for this purpose. CONCESSIONAIRE and the City Representative will communicate any concerns over trash/waste/cleanliness at the events conclusion, prior to leaving on each day of the event.

5.06. CONCESSIONAIRE shall comply with Pacific Grove Municipal Code (PGMC) Chapter 9.30, the storm water management and discharge control ordinance. Specifically, the CONCESSIONAIRE shall ensure litter control is provided consistent with provision of law, which requires that no person shall throw, deposit, leave, maintain, keep, or permit to be thrown or deposited, in or upon any public or private property, driveway, parking area, greet, alley, sidewalk, component of the storm drain system, or waters of the U.S., any pollutant, refuse, rubbish, garbage, litter, or other discarded or abandoned object, so that the same may cause or contribute to pollution. Waste deposited in proper waste receptacles for the purpose of collection is exempt from this prohibition. CONCESSIONAIRE shall not discharge or cause to be discharged into the city storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards, other than storm water.

5.07. CONCESSIONAIRE shall comply with PGMC Chapter 11.99 regarding provisions of prepared food. All disposable food service ware and straws used by CONCESSIONAIRE shall be biodegradable, compostable, or recyclable products. Violations of this condition shall result in fines pursuant to Pacific Grove Municipal Code.

5.08. No alcohol may be served or sold without the proper (ABC) State permit, written permission from the City Manager or the Chief of Police, and the possession of a proper Insurance Certificate.

6. PAYMENT CONDITIONS.

6.01. CONCESSIONAIRE shall pay to the City its Special Event Application Fee no less than 30 days prior to each event.

6.02. CONCESSIONAIRE shall pay to the City within 45 days of receiving an invoice from the City for all outstanding event charges, including but not limited to facility rental and personnel costs. The City has absolute discretion to determine the number of personnel it shall provide for the event.

6.03. CONCESSIONAIRE shall pay to the City a penalty in the amount of twenty five percent (25%) of any money due the City that is paid after the date specified in 6.01 and 6.02 above.

7. TERMINATION.

7.01. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONCESSIONAIRE. "Good cause" includes (a) the failure of CONCESSIONAIRE to conduct the events as required at the time and in the manner provided under this Agreement; (b) the failure to provide adequate data and payment as provided in Sections 6.01, 6.02, or 6.03; (c) CONCESSIONAIRE's failure to comply with any term or condition of this Agreement; (d) any change as to the scope or nature of activities associated with events described on Exhibit A. If City terminates this Agreement for good cause, the CONCESSIONAIRE shall still be required to pay any amounts owed to the City.

8. **INDEMNIFICATION.** CONCESSIONAIRE 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 CONCESSIONAIRE's performance of this Agreement and/or holding of the **Collector Car Auction**, including but not limited to the activities described on Exhibit A, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRE's officers, employees, agents, subcontractors, volunteers, and assisting organizations.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE 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, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

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.

Workers' Compensation Insurance, CONCESSIONAIRE is an Indiana LLC and is based and operated out of Indiana. As such, it has and will maintain comp in the amount of \$500,000.

Professional liability insurance, CONCESSIONAIRE is an Indiana LLC and based and operated out of Indiana. As such, it has and will maintain professional liability in the amount of \$1,000,000.

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 CONCESSIONAIRE completes its performance of services under this Agreement.

Each liability policy shall provide that the City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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 CONCESSIONAIRE'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 CONCESSIONAIRE'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, CONCESSIONAIRE shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONCESSIONAIRE has in effect the insurance required by this Agreement. The CONCESSIONAIRE 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.

CONCESSIONAIRE 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 CONCESSIONAIRE and CONCESSIONAIRE shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS.

10.01. CONCESSIONAIRE shall promptly notify CITY, in writing, of any occurrences at the Collector Car Auction, or at any of the activities described on Exhibit A, which involve any injury to person or property including a full description of the facts and with a map or plat attached, of the place, circumstances, nature and results, and names and addresses of persons involved. CONCESSIONAIRE will promptly provide CITY with copies of any claims for damage of any sort, including complaints in any court actions involving such claims.

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

10.03. Maintenance of Records. CONCESSIONAIRE 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. CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE and its subcontractors in order to determine that the City is receiving the appropriate payments.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONCESSIONAIRE, and its subcontractors, volunteers and assisting organizations 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 CONCESSIONAIRE’s employment practices or in the furnishing of services to recipients. CONCESSIONAIRE 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. CONCESSIONAIRE and any subcontractor, volunteer and assisting organization 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. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City’s and CONCESSIONAIRE’S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR: E.I.N. #83-0438543
Ben Harvey, City Manager Name and Title	John Kruse, Director Name and Title
300 Forest Avenue, Pacific Grove CA 93950 Address	2952 Country Road 68, Auburn IN 46706 Address
831-648-3174 Phone	210-240-2229 Phone

13. **MISCELLANEOUS PROVISIONS.**

13.01. Conflict of Interest. CONCESSIONAIRE 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 this Agreement.

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

13.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONCESSIONAIRE. 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.

13.04. CONCESSIONAIRE. The term “CONCESSIONAIRE” as used in this Agreement includes CONCESSIONAIRE’s officers, agents, employees, volunteers, and assisting organizations acting on CONCESSIONAIRE’s behalf in the performance of this Agreement.

13.05. Disputes. CONCESSIONAIRE shall continue to perform under this Agreement during any dispute. CONCESSIONAIRE 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.

13.06 Assignment and Subcontracting. The CONCESSIONAIRE 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, CONCESSIONAIRE shall continue to be liable for the performance of all requirements of this Agreement.

13.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONCESSIONAIRE 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.

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

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

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

13.11. Governing Law. This Agreement 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.

13.12. Construction of Agreement. The City and CONCESSIONAIRE 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.

13.13. 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.

13.14. Authority. Any individual executing this Agreement on behalf of the City or the CONCESSIONAIRE 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.

13.15. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONCESSIONAIRE 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 CONCESSIONAIRE as of the effective date of this Agreement, which is the date that the City signs the Agreement.

13.16. 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.

13.17. 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.

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

CITY OF PACIFIC GROVE

CONCESSIONAIRE
Worldwide Auctioneers

By: _____
Ben Harvey, City Manager

By: _____
John Kruse, Director

Date: _____

Date: _____

By: _____
Daniel Gho Public Works Director

Date: _____

Approved as to Form

By: _____
David C. Laredo, City Attorney

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONCESSION GRANTED AND PAYMENT PROVISIONS**Scope of Concession Granted – Collector Car Auction Event**

1. The City of Pacific Grove grants Worldwide Auctioneers the right to use the Pacific Grove Municipal Golf Course's 18th fairway from 7:00 am to 10:00 pm on the following dates in order to setup the Collector Car Auction in Pacific Grove:
 - a. August 15 through August 19, 2018
 - b. August 7 through August 11, 2019
 - c. August 12 through August 16, 2020
 - d. August 11 through August 15, 2021
 - e. August 12 through August 14, 2022
 - f. *Dates and times may be changed with prior approval of the City Manager or designee.*

2. The City of Pacific Grove grants Worldwide Auctioneers the right to use portions of the 18th fairway the Pacific Grove Municipal Golf Course's 7:00 am to 10:00 pm on the following dates in order to conduct the Collector Car Auction in Pacific Grove. Such use is not exclusive, however, and shall be compatible with concurrent golfer use of other portions of the 18th fairway:
 - a. August 20 through August 24, 2018
 - b. August 12 through August 16, 2019
 - c. August 17 through August 21, 2020
 - d. August 16 through August 20, 2021
 - e. August 15 through August 19, 2022
 - f. *Dates and times may be changed with prior approval of the City Manager or designee.*

3. The City of Pacific Grove grants Worldwide Auctioneers the right to use portions of the 18th fairway the Pacific Grove Municipal Golf Course's 7:00 am to 10:00 pm on the following dates in order to break down the Collector Car Auction in Pacific Grove. Such use is not exclusive, however, and shall be compatible with concurrent golfer use of other portions of the 18th fairway:
 - a. August 25 through August 29, 2018
 - b. August 17 through August 21, 2019
 - c. August 22 through August 26, 2020
 - d. August 21 through August 25, 2021
 - e. August 20 through August 24, 2022
 - f. *Dates and times may be changed with prior approval of the City Manager or designee.*

4. The City of Pacific Grove grants Worldwide Auctioneers the right to display street banners approved by the City Manager or designee, 30 days prior to the event. Approved street banners shall be installed by the City and fees shall be charged to Worldwide Auctioneers as noted in the City's Fee Schedule.

5. Worldwide Auctioneers, at its sole cost, will provide mailed notice to all residents along the course and in the immediate area 30 days prior to the event to advise of any road closures, parking restriction or access information pertaining to the event. The notice shall specify that local residents may attend general admission events without any cost. Worldwide Auctioneers will implement the residents access plan.
6. Worldwide Auctioneers will submit the following plans to the city for approval.
 - a. A parking plan for approval 60 days prior to the event with participant, spectator, and handicapped parking.
 - b. Submit a preliminary site plan for approval 60 days prior to the event.
 - c. The final site plan shall be presented for approval 7 days prior to the start of the event.
 - d. Amplified Sound plan 30 days prior to the event for approval.
 - e. Sanitation Plan to include restroom placement, dumpsters, and trash clean- up.
 - f. A City supplies and manpower needs plan for approval 60 days prior to the event.

Scope of Concession Granted – Community Affiliation

1. Worldwide Auctioneers may charge General Admission for each Collector Car Auction event held at the Golf Course, provided however that Worldwide Auctioneers shall provide free of charge General Admission to all events for any Pacific Grove residents.
2. Worldwide Auctioneers shall require its officers and employees to lodge within the City of Pacific Grove while performing their duties for the Collector Car Auction so as to be available if any incidents occur with the Event.
3. Worldwide Auctioneers shall encourage its officers, employees, and contractors performing duties for the Collector Car Auction to utilize Pacific Grove-based businesses.

Payment Provisions

Worldwide Auctioneer will pay the City as follows:

1. As compensation for providing the event venue, a one-time charge of \$100,000 for capital improvements to the Golf Course and surrounding area shall be due and payable over five (5) years to the City upon the execution date of this Agreement.
 - a. The \$100,000, together with accrued and unpaid interest and all other charges, costs, and expenses, is due and payable on or before September 30, 2022. Worldwide Auctioneers shall pay the City in five installments of \$20,000, plus interest on or before September 30 of each year during the life of this Agreement.
 - b. The Principal Balance shall bear interest at the rate of five percent (5%) per annum, accruing daily from the date of this Agreement to and until the Debt is satisfied.
 - c. If Worldwide Auctioneers defaults in the performance of any obligation under this Agreement, then the City may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
2. All direct and indirect costs attributable (excluding planning costs) to the use of City employees, facilities, parks and equipment as required to carry out the events. Costs include but are not limited to any city park or and facilities used in connection with holding or promoting the Collector Car Auction described above.

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EXHIBIT B

FEES PER THE CITY'S MASTER FEE SCHEDULE

(Note: City Council can modify all Fees, with advance notice.)

Master Fee Schedule for _____ Special Events
Approved by City Council on _____