



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Mayor Dave Potter, Council Members Jeff Baron,
Karen Ferlito, Bobby Richards, and Carrie Theis
Contact: 831.620.2000 www.ci.carmel.ca.us

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

REGULAR MEETING Tuesday, September 7, 2021

Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and well-being of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website ONLY.

Click the following link to attend via Zoom (or copy and paste the link into your browser); <https://zoom.us/j/95806441379?>; Meeting ID (if needed): 958 0644 1379; Passcode (if needed): 173007; or to attend via telephone, dial 1-669-900-9128

The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be added to the agenda and made part of the record.

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A.** Jacob's Heart Proclamation; declaration of September as Childhood Cancer Awareness month

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

ANNOUNCEMENTS

- A.** City Administrator Announcements
- B.** City Attorney Announcements
- C.** Councilmember Announcements

CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. August 2, 2021 Public Improvement Authority Meeting Minutes, August 2, 2021 Special Meeting Minutes, August 3, 2021 Regular Meeting Minutes and August 3, 2021 Special Meeting Minutes
2. Monthly Reports for July: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report
3. July 2021 Check Register Summary
4. Resolution 2021-044 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2021 annual League of California Cities conference
5. Resolution 2021-045 authorizing Free Use Days of the Sunset Center Theater and Lobby for the Carmel Public Library Foundation and Carmel Unified School District
6. Resolution 2021-046 designating Carmel Cares as an official City Support Group in accordance with Support Group Policy No. 89-47
7. Resolution 2021-047 authorizing the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services along Scenic Road, in County jurisdiction extending to Carmelo & 17th Avenue
8. Resolution 2021-048 establishing the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001
9. Resolution 2021-049 authorizing the City Administrator to execute a professional services agreement with IT Management Corporation for IT Reconfiguration Services as part of the Police Dispatch Renovation Project in an amount not to exceed \$41,360 and approving a budget amendment of \$50,000 to the Fiscal Year 2021-2022 Adopted Budget
10. Resolution 2021-050, authorizing the City Administrator to execute Amendment No. 2 to the Professional Services Agreement with Native Solutions, extending the term one year to June 30, 2023, and for a not-to-exceed fee of \$10,000 for Fiscal Year 2021-2022, and \$10,000 for Fiscal Year 2022-2023, pending Council Budget approval, for the North Dunes Habitat Restoration Project
11. Resolution 2021-051 authorizing the consumption of alcohol on public property for the Chamber of Commerce's 35th Annual Taste of Carmel event to be held Wednesday, October 6 on Ocean Avenue and Mission Street

12. Resolution 2021-052 amending Policy C95-01 Claims Against the City
13. Resolution 2021-053 authorizing the City Administrator to establish and adopt the job description and salary range for Principal Planner and amend the Fiscal Year 2021/22 Budget to add the Principal Planner position.
14. Resolution 2021-054 authorizing the City Administrator to execute the First Amendment to the professional services agreement with NHA Advisors, LLC for pension consulting services in an amendment amount not to exceed \$15,000

ORDERS OF BUSINESS

Orders of Business are agenda items that require City Council, Board or Commission discussion, debate, direction to staff, and/or action.

15. Council Retreat follow up and results
16. Coastal Conservancy State Grant Funding for the North Dunes Restoration and Boardwalk Extension/Staircase Project
17. Resolution 2021-055 approving the City's investment strategy for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services and authorizing deposits totaling \$1 million into the Trust
18. Receive a report on the preliminary status of Fiscal Year 2020-2021 and adopt Resolution 2021-056 authorizing the City Administrator to make transfers of appropriations between departments as part of the Fiscal Year 2020-2021 year-end process
19. Consideration of extending mandatory removal dates beyond September 12th, 2021 for temporary parklets and temporary outdoor seating, including potential fees for parklets and outdoor seating in the public right-of-way
20. Receive an update on the development of a paid parking program in Carmel-by-the-Sea, and provide direction to staff on a public outreach survey.

PUBLIC HEARINGS

FUTURE AGENDA ITEMS

ADJOURNMENT

21. Correspondence received after posting of the agenda

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda, received after the posting of the agenda will be available for public review at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact

the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DECLARING SEPTEMBER 2021 AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF CARMEL-
BY-THE-SEA

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, one in 190 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children - more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, during the ongoing COVID-19 crisis Jacob's Heart has been keeping medically fragile children and families housed, fed and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and be able to focus attention on their children; 2) No child undergoing intensive treatment in our community will be homeless; 3) Families of seriously ill children will not experience food insecurity during and after the pandemic; and 4) No seriously ill child in our community will ever miss a medical appointment because of lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 23 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in Carmel-by-the-Sea; and

WHEREAS, it is important for all Carmel-by-the-Sea residents to recognize the impact of pediatric cancer on families within our community and honor the lives of children in our community whose lives have been cut short by cancer.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby declare September, 2021 as Childhood Cancer Awareness Month in the City of Carmel-by-the-Sea, do hereby honor Jacob's Heart Children's Cancer Support Services for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month.

David Potter, Mayor



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: August 2, 2021 Public Improvement Authority Meeting Minutes, August 2, 2021 Special Meeting Minutes, August 3, 2021 Regular Meeting Minutes and August 3, 2021 Special Meeting Minutes

RECOMMENDATION:

Approve August 2, 2021 Special Meeting Minutes, August 3, 2021 Regular Meeting Minutes and August 3, 2021 Special Meeting Minutes as presented.

BACKGROUND/SUMMARY:

The City Council routinely approves the Minutes of its meetings.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

- Attachment 1 - August 2, 2021 Public Improvement Authority Meeting Minutes
- Attachment 2 - August 2, 2021 Special Council Meeting Minutes
- Attachment 3 - August 3, 2021 Regular Council Meeting Minutes
- Attachment 4 - August 3, 2021 Special Council Meeting

PUBLIC IMPROVEMENT AUTHORITY SPECIAL MEETING
Monday, August 2, 2021
4:30 PM

This meeting was held via teleconference due to the shelter in Place Order issued by Monterey County and Governor Newsom's Executive Order N-29-20.

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 p.m..

Present, Council Members Baron, Ferlito, Theis, Mayor Pro Tem Richards, Mayor Potter

PUBLIC APPEARANCES

There were no public appearances.

CONSENT AGENDA

Item 1: September 1, 2020 Special Meeting Minutes and September 3, 2020 Adjourned Meeting Minutes

Item 2: Resolution No. PIA 2021-001 superseding Resolution No. 92-01 and establishing a regular meeting time and date

No members of the public

On a motion by Mayor Pro Tem Richards and seconded by Council Member Baron, the City Council **moved to adopt the consent agenda**, by the following vote:

AYES: BARON, FERLITO, THEIS, RICHARDS, POTTER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Public Comment
None

ADJOURNMENT

There being no further business Mayor Potter adjourned the meeting at 4:32 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright
Acting City Clerk

CITY COUNCIL SPECIAL MEETING
Monday, August 2, 2021
4:30 PM

This meeting was held via teleconference due to the shelter in Place Order issued by Monterey County and Governor Newsom's Executive Order N-29-20.

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:33 p.m.

Present, Council Members Baron, Ferlito, Theis, Mayor Pro Tem Richards, Mayor Potter

PUBLIC APPEARANCES

There were no public appearances on items not on the agenda.

ANNOUNCEMENTS

Item A: City Administrator Announcements

The City Administrator thanked Sergeant Watkins for his oversight of the Police Department while Chief Tomasi was on vacation. He also thanked the Police Department for all that they do and noted that the City is expecting record crowds for Car Week. He stated that the City was ready for Car Week and thanked the Freedmans for having a COVID-19 plan in place for the Concours on the Avenue and thanked the Carmel Foundation and Rotary Club volunteers for that event. He stated that the village will be well patrolled and safe. He also welcomed back Administrative Coordinator Yvette Oblander.

Item B: City Attorney Announcements

The City Attorney announced that there was nothing to report out at this time and that he will report out at the regular Council Meeting tomorrow if there are any reportable actions from Closed Session.

Item C: Councilmember Announcements

Council Member Ferlito announced that 50 years ago had a meeting to purchase the land for Mission Trail Nature Preserve. She also announced that she attended the Carmel Cares celebration and that it was gratifying to see so many people from the community working on so many projects and offered her congratulations to Carmel Cares.

Mayor Potter thanked Carmel Cares for all of their work.

Council Member Theis announced that the Monterey Peninsula Waste Management District re-opened the Last Chance mercantile.

Council Member Baron announced that the Climate Change Committee would be meeting on August 19 and that there was no set agenda yet. He thanked the Committee members and staff for all of their work.

CONSENT AGENDA

Items 2, 4, and 7 were pulled for further discussion.

Item 1: July 6, 2021 Regular Meeting Minutes

Item 3: June 2021 Check Register Summary

Item 5: Resolution 2021-040 adopting the Public Agency Retirement Services (PARS) Public Agencies Post-Employment Benefits Trust (the "Program"); Appoint the City Administrator or his/her designee as the City's Plan Administrator for the Program and Authorize the City's Plan Administrator to execute all necessary documents and to take whatever additional actions are necessary to establish and maintain the City's participation in the Program

Item 6: Resolution 2021-041 authorizing a refund of Design Review application fees of \$2,197.50 to Rich Pepe

On a motion made by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council **approved items 1, 3, 5, and 6 on the Consent Agenda** by the following vote:

AYES: BARON, FERLITO, THEIS, RICHARDS, POTTER
 NOES: NONE
 ABSENT: NONE
 ABSTAIN: NONE

The following items were pulled for further discussion:

Item 2: Monthly Reports for June: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report

Chief Tomasi responded to questions from Council Member Ferlito regarding illegal beach fires and enforcement.

Public Works Director Bob Harary, Environmental Compliance Manager Agnes Martelet, and Community Planning and Building Director Brandon Swanson responded to questions from Council Member Ferlito regarding the presence of architectural copper and fecal matter from dogs in water sampling.

Public Comments - None

Item 4: Resolution 2021-039 authorizing the City Administrator to execute an agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2021 to June 30, 2022 in an amount not to exceed \$160,007

City Administrator Chip Rerig responded to questions from Council Member Ferlito regarding City funds being spent on marketing. Council discussion followed.

Public Comments - None

Item 7: Receive the Climate Change Vulnerability Assessment that was developed by the Climate Committee as part of the Climate Adaptation and Action Plan Project

Council Members Theis and Baron responded to questions from Council Member Ferlito regarding the Climate Adaptation and Action Plan Project.

Public Comments - None

On a motion made by Council Member Ferlito and seconded by Mayor Pro Tem Richards, the City Council **approved items 2, 4, and 7 on the Consent Agenda** by the following vote:

AYES: BARON, FERLITO, THEIS, RICHARDS, POTTER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

FUTURE AGENDA ITEMS

None

CLOSED SESSION

Mayor Potter announced the Closed Session items.

- Item A:** Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Property: Forest Theater (lots one to fifteen inclusive in block 85 as designated on the Map of Addition Number 5 to Carmel-by-the-Sea). Agency Negotiators: City Administrator Chip Rerig, Library and Community Activities Director Ashlee Wright, Public Works Director Robert Harary and City Attorney Brian Pierik; Negotiating Parties: Steven Retsky and Pacific Repertory Theatre; Under Negotiation: Terms of Lease
- Item B:** Conference with Legal Counsel – Anticipated Litigation, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - Number of potential cases; One case
- Item C:** Public Employee Performance Evaluation pursuant to Government Code Section 54957; Title: City Administrator
- Item D:** Conference with Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) - Number of potential cases; One case

Public Comments - None

Mayor Potter adjourned the Regular Meeting at 5:03 p.m. and Council adjourned to Closed Session at 5:05 p.m.

ADJOURNMENT

The Closed Session meeting was adjourned to August 3, 2021 at 4:30 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright
Acting City Clerk

REGULAR MEETING
Tuesday, August 3, 2021

This meeting was held via teleconference due to the shelter in Place Order issued by Monterey County and Governor Newsom's Executive Order N-29-20.

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 p.m..

Present, Council Members Baron, Ferlito, Theis, Mayor Pro Tem Richards, Mayor Potter

PUBLIC APPEARANCES

The following members of the public spoke:

Mark McDonald, Carmel Woods Association President

ORDERS OF BUSINESS

Item 1: Receive a report and provide direction to staff on generating a request for proposals (RFP) for a public/private partnership to build a parking structure and mixed-use development at the north lot of the Sunset Center

Community Planning and Building Director Brandon Swanson provided the staff report and responded to questions from Council.

The following members of the public spoke:

Wanda Vollmer
Sure McCloud
Tom Twomey
Victoria Beach
Erik Dyar

Council discussion followed. No formal action was taken. Direction was provided to staff to include this item on the list of the Strategic Plan projects for prioritization at the next regular Council meeting.

Item 2: Receive a report and provide direction to staff on whether to pursue creation of a contractor parking fee program in the residential zoning districts

Community Planning and Building Director Brandon Swanson provided the staff report and responded to questions from Council.

The following members of the public spoke on this item:

Sue McCloud
Ken White
Richard Kreitman

Council discussion followed. No formal action was taken. Direction was provided to staff to include this item on the list of the Strategic Plan projects for prioritization at the next regular Council meeting.

Item 3: Consideration of a resolution confirming the existence of a Local Emergency related to increased risks associated with Covid-19 variant infection rates

Community Planning and Building Director Brandon Swanson provided the staff report and responded to questions from Council.

The following members of the public spoke on this item:

Kim Stemler
Richard Kreitman
C. Shammass
Jack Galante
Rebecca Carozza
Dawn Galante
Ken Spilfogel
Mark Manzoni
Scott Scheid
Bashar al Sneh
Rich Pepe
Todd Tice

Council discussion followed. Community Planning and Building Director Brandon Swanson and City Administrator Chip Rerig, and City Attorney Brian Pierik responded to questions from Council.

No formal action was taken. Council directed staff to return with an item at the next regular meeting of Council in September regarding design review and rental fees for parklets. Council also directed staff to allow Wine Tasting Rooms who do not have access to private outdoor seating to reinstate their parklets, subject to safety and design guidelines.

PUBLIC HEARINGS

Item 4: Consideration of an Appeal by Christopher Mitchell (APP 21-197), on behalf of Esperanza Carmel Commercial LLC, of the Historic Resources Board decision to issue a Finding of Noncompliance with the Secretary of the Interior's Standards for the demolition of the Palo Alto Savings and Loan Bank Community Room located at Dolores 2 southeast of 7th Avenue, in the Service Commercial (SC) Zoning District

Community Planning and Building Director Brandon Swanson provided the staff report.

Attorney Anthony Lombardo addressed the Council on behalf of the appellant Christopher Mitchell.

The following members of the public spoke on this item:

Richard Janick
Ian Martin
Nancy Twomey
Victoria Beach
Mary Anne Schickentanz
Thomas Hood
Richard Barrett
Cindy Lloyd
Don Goodhue

Attorney Anthony Lombardo provided a rebuttal to Community Planning and Building Director Brandon Swanson's staff report and Public Comment.

Council discussion followed.

On a motion made by Council Member Baron and seconded by Council Member Ferlito the City Council moved to Adopt Resolution 2021-043 denying the appeal by Christopher Mitchell (APP 21-197) and upholding the Historic Resources Board's decision to issue a Finding of Noncompliance with the Secretary of the Interior's Standards for the demolition of the Palo Alto Savings and Loan Bank Community Room located at Dolores 2 southeast of 7th Avenue, in the Service Commercial (SC) Zoning District, APN: 010-101-017 by the following call vote:

AYES: BARON, FERLITO, THEIS, RICHARDS, POTTER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

ADJOURNMENT

Mayor Potter adjourned the Regular Meeting at 8:19 p.m. and Council adjourned to a Special Closed Session Meeting that was continued from August 2, 2021.

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright
Acting City Clerk

CITY COUNCIL SPECIAL MEETING - CLOSED SESSION
Tuesday, August 3, 2021

A Special Meeting of the City Council was held on August 2, 2021 at 4:30 P.M. and the Council ordered that the Special Meeting be adjourned to August 3, 2021 at 4:30 P.M.

CLOSED SESSION

Mayor Potter announced the Closed Session items and the City Council adjourned to Closed Session at 8:21 p.m.

- Item A:** Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Property: Forest Theater (lots one to fifteen inclusive in block 85 as designated on the Map of Addition Number 5 to Carmel-by-the-Sea). Agency Negotiators: City Administrator Chip Rerig, Library and Community Activities Director Ashlee Wright, Public Works Director Robert Harary and City Attorney Brian Pierik; Negotiating Parties: Steven Retsky and Pacific Repertory Theatre; Under Negotiation: Terms of Lease
- Item B:** Conference with Legal Counsel – Anticipated Litigation, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - Number of potential cases; One case
- Item C:** Public Employee Performance Evaluation pursuant to Government Code Section 54957; Title: City Administrator
- Item D:** Conference with Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) - Number of potential cases; One case

Public Comments - None

ADJOURNMENT

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Monthly Reports for July: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports.

Based upon Council direction provided during the April 7, 2020 meeting, staff have added a new section to the monthly staff report regarding the home mail delivery program.

The invoice submitted by Peninsula Messenger Service for the month of July shows 154 residents are receiving mail delivery service.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log
- Attachment #2 - Planning and Building Department Report
- Attachment #3 - Police, Fire & Ambulance Report
- Attachment #4 - Public Records Act Request Logs
- Attachment #5 - Public Works and Forester's Report for July 2021

City Administrator Contract Log

Nothing to report for July, 2021



CITY OF CARMEL-BY-THE-SEA Monthly Report

July 2021

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Margi Perotti, Administrative Coordinator
SUBMITTED ON:	August 2, 2021
APPROVED BY:	Brandon Swanson, Community Planning & Building Director

JULY 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In July of 2021, **36** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In July of 2021, **46** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In July of 2021, **13** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In July of 2021, **23** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the July 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to July 2020 totals. As shown in the table, in 2021 there was a **40% increase** in planning permit applications, a **3% increase** in building permit applications, **64% decrease** in code compliance cases, and a **21% decrease** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	192	312	101	209
2021 Totals	268	304	36	165
% Difference	40%	3%	-64%	-21%



Planning Permit Report

07/01/2021 - 07/30/2021

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
21275	Sign	New Business Sign	NW Corner of 6th and San Carlos			Pending Assignment
21274	Design Study	1. Demolition of an existing one story single family dwelling and garage 2. Construction of a new two-story single family home with one car detached garage. 3. All new doors and windows to be wood clad. 4. No Cut and fill. Standard excavation for footings only.	Project address: Southwest Corner of San Carlos Street and 8th Avenue Carmel			Pending Assignment
21273	Sign	New sign for Business	Gillette Building 3A, Mission bet. 5th and 6th	7/29/2021		Pending Assignment
21272	Design Study	Add one skylight to master bathroom, relocate laundry to interior	Torres 2 NW of 9th	7/29/2021		Pending Assignment
21271	Variance	Construction of a detached garage in the front and street side yard setbacks	SWC Mission & 1st	7/23/2021		Scheduled for PC
21270	Preliminary Site Assessment	Vacant lot	Mission 3 NE of 10th	7/29/2021		Pending Assignment
21269	Business License	Performing Arts, Dance Theater Training	Mission 2 NW of 8th	7/26/2021		Pending Assignment
21268	Sign	New Art Gallery	NW Corner of 6th Ave and San Carlos			Pending Assignment
21266	Business License	Leasing of Commercial Building - 4 units, spread across 2,800 square feet	Ocean 4 SW of Dolores			Pending Assignment
21265	Sign	New Business on existing bracket - sign same size as the one removed	San Carlos and 6th	5/12/2021		Pending Assignment
21264	Design Study	2nd story addition to an existing residence, new doors windows, reframing of existing garage, remodel (Kitchen, Office and Living Room.	Escolle Way 2 SE Perry Newberry			Pending Assignment

21263	Business License	Women's Clothing and Accessories	East side of Mission between Ocean and 7th - Court of the Fountains	7/20/2021		In Review
21262	Design Study	Revision to previously approved Design Study (DS 20-320). Add window on the north elevation of the living room. Additional window on the south elevation of the office, Removal of the window on the north elevation of the master closet	San Antonio, 5 SE of 8th			In Review
21261	Design Study	Add Arbor with gate - 7 feet tall at front of property	Monte Verde 6 SW of 10th Avenue	7/19/2021		Pending Assignment
21260	Business License	Real Estate: Property Management and Sales	Junipero 2 SW of 4th	7/19/2021		Pending Assignment
21259	Landscape Plan Check/Inspection	New Landscape	4th House SE of 9th on Casanova	7/19/2021		Pending Assignment
21258	Banners	Installation of 5 poles with double banners along Ocean Ave & 1 double banner pole at Sunset Center from 9/11/21 - 9/27/21 for the House and Garden Tour.	Ocean Ave from Monte Verde to Junipero	7/14/2021		In Review
21257	Design Study	new perimeter fence W/ path lighting and automatic sliding gate	Monte Verde 3 SW of Ocean			Pending Assignment
21256	Landscape Plan Check/Inspection	Landscaping	Dolores 3NW of 2nd	7/28/2021		Pending Assignment
21255	Business License	New working office and display of digital paintings and sculptures	Heather Glen Court - Mission & 8th	7/13/2021		Pending Assignment
21254	Historic Evaluation	Staff level historic review	4910 Monterey Street	7/13/2021		In Review
21253	Business License	Business License for Nicolas	Carmel Plaza, on Mission between Ocean and 7th	7/13/2021		Pending Assignment
21252	Sign	Sign for Dutch Door Donuts	Carmel Plaza, Mission between Ocean and 7th	7/20/2021		Pending Assignment

21251	Banners	Installation of 5 double-banner poles from July 30, 2021 through September 20, 2021 for a total of 51 days.		7/12/2021		In Review
21250	Design Study	Removal existing single family dwelling and expand the lower level portion under the rear deck. 20 Project includes interior and exterior modifications; 3) the project will consist of changes to the rear and side deck and front porch entrance with no excavation or tree removal; 4 New Clad windows and doors	Crespi, 9 SW of Mountain View	7/21/2021		In Review
21249	Sign	New sign for Brazen Art - one redwood sandblasted blade sign installed onto existing bracket	Morgan Court - Lincoln between 6th and 7th	7/13/2021		Corrections Required
21247	Design Study	Remodel existing master bath, remove (2) windows, add (1) new window above	8th 3 SE of Santa Fe	7/19/2021		In Review
21246	Design Review	New accessible restroom at entry foyer, new accessible welcome desk at entry foyer; replace existing unsafe non code compliant stairs to lower level with new code compliant stairs and entrance door.	SW Corner of 4th and Torres			In Review
21245	Design Study	Updating construction at existing space to serve as a pantry. Same exterior door and window, same footprint. Replacing single wall construction with 2x studs to receive insulation. Area of work is at the rear of the house.	2946 Santa Lucia Avenue			In Review
21244	Business License	Women's Clothing and accessories - retail sales	Ocean Avenue, 5 SW of Mission	7/7/2021		In Review
21243	Design Study	New 1600 sf (2.5 bath, 3 bedroom) SFR with 200 sf detached garage.	NW Corner of 5th and Carpenter	7/14/2021		In Review
21242	Bench Dedication	New bench with plaque for William "Bill" P. Hallman, Jr.	Scenic Rd. across from the 7th house SW of 8th	7/2/2021		In Review
21241	Design Study	New Fence around yard and addition of a driveway gate	1st Avenue NE of Lobos Street	7/2/2021		In Review

21240	Design Review	Window replacement, Replace old electrical panel	Forest, NE corner Oak Knoll Way	7/9/2021		In Review
21239	Mills Act Request	Mills Act Request for Colonial Terrace	12th and San Antonio	7/2/2021		In Review
21238	Mills Act Request	Mills Act Request	Monte Verde 2 SE of 7th	7/2/2021		In Review

Total Records: 36

8/2/2021



Building Permit Report

07/01/2021 - 07/30/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210332	7/28/2021		Residential. Tear off (e) tile roof down to its original sheathing. Install with new 24Ga Galvalume 16" wide 1.5" snap lock metal roof panels in Low Sheen/matte Dark Bronze over one layer of high temperature underlayment. Contact: Scudder Roofing (831) 384-1500	94,300	Building	2996 Franciscan Way
210331	7/28/2021		Residential. Minor re-configuration of (e) bathrooms, installation of new plumbing fixtures, new electrical wiring, and lighting fixtures at building "C". Contact: Giles Healey (831) 601-1152	80,000	Building	Monte Verde St 3 NE of 6th
210330	7/28/2021		Residential. Renovation of master bathroom.	85,000	Building	Perry Newberry 2 SW of 5th
210329	7/28/2021		Residential. Replace (e) roofing with a membrane over roof tapered insulation, reconstruct and repair weather damaged widows and related facia and trim. Replace (e) skylights with (n). Upgrade electrical to comply with CBC. Contact: Butch Fischer (831) 277-4952	0	Building	San Antonio 3 SE of 4th
210328	7/28/2021		Residential. Tear off tar & gravel and install 60 mill single ply TPO roof system. Contact: JP Custom Roofing (831) 596-7827	13,000	Roofing	Monterey 3 SW of 2nd
210327	7/27/2021		Residential. Reroof residence with new shingles in-kind. Contact: Cal Pacific Roofing (831) 771-2994	19,800	Roofing	SE Corner of Forest & 8th

210326	7/26/2021	7/26/2021	Residential. Remove leaking water heater. Install new Bradford-White 40 gallon water heater. Contact: A&R Plumbing (831) 394-7221	2,000	Plumbing	Casanova 2 SW of 8th
210325	7/26/2021		Commercial. Installation of Verizon Wireless unmanned telecommunications facility atop (e) building rooftop.	31,000	Building	NE Corner of San Carlos & 9th
210324	7/23/2021	7/23/2021	Residential. Replace existing wood fence in-kind. Contact: Dean DeKorth (831) 624-7587	0	Exempt Work	Southwest Corner of Lobos & 2nd
210323	7/22/2021		Residential. Rebuild Fence in Kind. Contact: Tubridy Construction (831) 809-3097	0	Exempt Work	Casanova 4 NE of Palou
210322	7/22/2021	7/22/2021	Residential. Remove old furnace. Install new American Standards upflow 80k BTU 95% efficient two stage heater. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	6,632	Mechanical	Carmelo 2 NW of 10th
210321	7/21/2021	7/22/2021	Residential. Reroof main residence and detached garage, install layer #72 fiberglass, capsheet & layer of 22" #30 shake felt, new copper flashings, install #1 grade premium heavy cedar shake roof using heavy shakes as starter course. Use SS Ringshank nails. Contact: Ross Roofing (831) 394-8581	47,588	Roofing	Camino Real 4 NW of 10th
210320	7/21/2021		Residential. Roof mounted PV system utilizing 18 LG335's. Contact: JRE Electric (831) 785-7420	18,989	Electrical	Dolores 3 SW of Ocean
210319	7/20/2021	7/22/2021	Residential. Replace 70' of drain line under house and repipe kitchen and laundry. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	27,083	Plumbing	Casanova 2 SW of 8th
210318	7/19/2021	7/21/2021	Commercial. Tear off (e) composition roofing system and install new CertainTeed Landmark TL over 7600 sf roof and CertainTeed Flintlastic self	180,478	Roofing	NW Corner of Dolores & 6th

			adhered cap over 2600sf. Both to be Country Gray. Contact: Scudder Roofing (831) 373-7212			
210317	7/19/2021	7/19/2021	Residential. Replacement of wood deck boards and deck fascia boards in-kind. No structural work or railing work to be performed. No increase in deck size or location. Contact: Matt McNickle (831) 594-8232	0	Exempt Work	San Antonio 3 SE of 11th
210316	7/16/2021		Residential. Remodel of an (e) SFR with basement, lower and main floor.	1,005,600	Building	Carmelo 4 NW of Ocean
210315	7/16/2021	7/16/2021	Residential. Replace outdoor air conditioning unit and indoor coil. Contact: Carswell Sheet Metal (831) 601-3966	8,000	Mechanical	Lobos 4 NW of 3rd
210314	7/15/2021		Commercial. Remove (e) tile, install with new (2) layers of UDL underlayment and salvage tiles back on. At flat section, prep roof for new tan single-ply membrane over one layer of fire rated sheet and 1/2" insulation to make Class "A". Contact: Scudder Roofing (831) 384-1500	46,184	Building	NE Corner Dolores & 7th
210313	7/15/2021		Residential. Demolition of rear portion of (e) SFR and add two story addition at same rear area. Demo carport and add one new single garage. Add new entry and dining pop out.	500,000	Building	Mission 3 SW of 13th
210312	7/14/2021		Residential. Remodel of an existing 1330 SF residence and addition of 268 SF. New doors and windows, new roofing, and new interior finishes and fixtures.	650,000	Building	11th 2 NW of Dolores
210311	7/14/2021	8/2/2021	Commercial. Replacement of boiler system and baseboard heaters with VRF heat pump system.	20,000	Mechanical	SW Corner Camino Real & 8th

210310	7/14/2021		Residential. Install bollards, chain barrier, and lighting. Contact: LePage Construction (831) 595-1374	5,000	Building	Ocean & San Carlos East Median
210309	7/13/2021	7/26/2021	Residential. Reroof: remove (e) tile roof and install (n) Presidential CertainTeed Shingles. Contact: Coast Custom Roofing (831) 578-9436	12,000	Roofing	Lincoln 3 SE of 1st
210308	7/13/2021		Commercial. New restaurant	75,000	Building	Carmel Plaza, Suite 111
210307	7/12/2021	7/22/2021	Residential. Tear off (e) roof & install Landmark TL composition shingles over 15lb felt and plywood. Color to be Black. Contact: Williams Roofing Company (831) 758-2749	20,000	Roofing	Dolores 4 SW of 13th
210306	7/12/2021		Residential. Overlay (e) cap sheet roof system with new class "A" fire rated DuroLast 50 mil PVC single ply roof system over new mechanically fastened fire rated roof board as per manufacturer's specifications - color to be Light Gray. Contact: Scudder Roofing (831) 373-7212	26,340	Roofing	NE Corner of Mission & 10th
210305	7/12/2021	7/12/2021	Residential. Remove and replace water heater. Install (n) 50 gallon gas Bradford White. Contact: A&R Plumbing (831) 394-7221	2,000	Plumbing	Santa Rita 3 SE of 3rd
210304	7/12/2021		Residential. Interior Remodel - Kitchen Renovation	35,000	Building	Santa Fe 2 SW of 4th
210303	7/8/2021		Residential. Replace windows, electric meter panel and water heater. Replace all receptacles and wiring. Install 100 amp subpanel and replace water lines and drain/waste vent assemblies. Contact: Jerry Stepanek (831) 915-2730	30,000	Building	NE Corner of Forest & Oak Knoll Way
210302	7/8/2021	7/8/2021	Residential. Remove and replace flooring, cabinets, and interior wall plaster. Paint interior and install new	0	Exempt Work	San Carlos 4 NE of 3rd

			counter tops. Paint exterior and garage door color "Palm Desert Tan". Contact: Saroyan Masterbuilder (831) 901-6800			
210301	7/7/2021		Residential. New 745sf accessory dwelling unit with one bedroom, one bathroom, and kitchen. Existing house to receive minor non-structural remodel to make two bedrooms into one for egress requirements.	190,000	Building	San Carlos 2 SW of 1st
210300	7/6/2021	7/6/2021	Residential. Remove (e) leaking tankless water heater and replace with Navien NPE 180-A2NG. Contact: A&R Plumbing (831) 394-7221	2,000	Plumbing	Guadalupe 4 NE of 5th
210299	7/6/2021		Residential. New 4.093 kw Solarized Roof plus 13.5 kWh Energy Storage System.	29,484	Electrical	SE Corner of Santa Rita & 2nd
210298	7/6/2021	7/7/2021	Residential. House & outbuilding - Tear off (e) roofs & install new Presidential TL shingles over 15lb felt & plywood. Color to be Autumn Blend. Contact: Williams Roofing Company (831) 758-2749	33,000	Building	Dolores 5 SW of 13th
210297	7/6/2021	7/7/2021	Residential. House & detached garage - Tear off (e) roof & install Presidential TL shingles over 15lb felt. Color to be Autumn Blend. Contact: Williams Roofing Company (831) 758-2749	20,500	Building	SW Corner of Camino Real & 2nd
210296	7/6/2021	7/6/2021	Residential. Roof replacement. Tear off (e) roof and install (n) 3/4" plywood and install 30-year to match main house. Contact: Burkleo Roofing (831) 901-1393	4,206	Roofing	Monte Verde 2 NW of 9th
210295	7/2/2021	7/2/2021	Residential. Replace (e) main service with (n) 200 amp main service in same location. Contact: Martin Electric & Solar Inc (831) 659-1284	4,550	Electrical	Lobos 2 SE of 3rd

210294	7/2/2021	7/2/2021	Residential. Remove 80k BTU furnace and replace with 60k BTU furnace. Install tankless water heater, connect to (e) gas line. Contact: Wilsons' Plumbing (831) 375-4591	7,000	Mechanical	Casanova 2 NW of 8th
210293	7/2/2021		Residential. Construction of a side lot line wood fence, 36'-3 1/2" long and 5'8" tall. Contact: Potter Construction (831) 915-3696	0	Exempt Work	San Antonio 3 SW of 7th
210292	7/1/2021		Residential. (e) Residence to be demolished. (N) two-story house will be built with 3 bedrooms, 2.5 baths, attached garage and basement.	1,431,500	Building	Lincoln 5 SW of 10th
210291	7/1/2021		Residential. Roof Mounted PV 13.4kw and 32 modules. Contact: Scudder Solar (831) 236-6192	56,750	Electrical	26162 Ladera Drive
210290	7/1/2021	7/1/2021	Residential. Installation of new EV charging station. Contact: Clarence Electric Corp (831) 224-5591	1,300	Electrical	SW Corner Carmelo & 7th
210289	7/1/2021	7/1/2021	Residential. Change windows like-for-like same size, replace with Kolbe wood clad windows. No exterior changes to be made. Contact: Malachi Boyce Construction (650) 388-6789	0	Exempt Work	Monte Verde 2 NW of 10th

Total Records: 46

8/2/2021



Code Compliance Report

07/01/2021 - 07/30/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21044	Building Violation	Open	Vizcaino 11 SW of Mountain View	Construction without permit	7/27/2021	
21043	Health and Safety Code Violation	Closed	Monte Verde NE of Ocean	Unsanitary trash receptacles	7/28/2021	7/29/2021
21042	Right of way Violation	Open	Camino Real SE of Ocean	Landscaping ROW without permit	7/27/2021	
21041	Planning/Building Violation	Open	6th 2 SW of Carpenter	Construction without a permit	7/22/2021	1/1/1900
21040	Planning/Building Violation	Open	SE corner of Forest and 8th	Mechanical Equipment Noise	7/22/2021	1/1/1900
21039	Right of way Violation	Closed	NW corner of Scenic and 8th	No Parking sign / Cones in ROW	7/20/2021	7/20/2021
21038	Fire Code Violation	Open	Torres NE of 4th	Open flame in rear yard	7/20/2021	
21037	Business License Violation	Open	SE corner of Monte Verde and Ocean	No business license	7/20/2021	
21036	Building Violation	Open	SE corner of Monte Verde and Ocean	Construction without a permit	7/20/2021	
21035	Right of way Violation	Closed	NW corner of Scenic and 8th	No Parking sign / Cones in ROW	7/17/2021	7/17/2021
21034	Business License Violation	Open	N 7th bet Lincoln and Dolores	No business license	7/14/2021	
21033	Right of way Violation	Closed	Monte Verde NE of 4th	Stakes in ROW	7/6/2021	7/6/2021
21031	Storm Water Violation	Open	Tree House Cafe, W side San Carlos btwn 7th & 8th	Improper storage of grease / garbage, which is impacting a public walkway and	7/6/2021	

				the City's storm drainage system. Release of wastewater to the gutter.		

Total Records: 13

8/2/2021



Encroachment Permit Report

07/01/2021 - 07/30/2021

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
210165	Temp Ench	7/26/2021	Temporary placement of a crane to lift hot tub/spa & gravel. Contact: Stocker & Allaire (831) 594-9029	26174 Dolores		In Review
210164	Perm Ench	7/23/2021	Place three sitting benches on the sidewalk outside of Little Napoli on the Dolores St side.	NE Corner Dolores & 7th		In Review
210163	Temp Ench	7/23/2021	PG&E to deactivate old service and install new service. Approx. 2 days. PM# 35226773. Contact: PG&E (408) 510-1660	SW Corner of Ocean & Del Mar	7/26/2021	Issued
210162	Temp Ench	7/23/2021	Replace sewer lateral with a 5'x5' bellhole in street. Contact: JD's Plumbing (831) 394-3100	6th 2 SW of Carpenter	7/26/2021	Issued
210161	Temp Ench	7/23/2021	Addition/Remodel. Temporary fencing encroaching into public right of way for encroachment. Contact: Golden Gate Group, Inc. (408) 338-8875	Monte Verde 2 SW 2nd	7/26/2021	Issued
210160	Temp Ench	7/22/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Santa Rita 3 NW of 1st	7/23/2021	Issued
210159	Temp Ench	7/21/2021	PG&E to trench and backfill all, PG&E to abandon existing gas service. CONDITION: All residents of Oak Knoll Way must be notified prior to the proposed start date. PM# 35264138. Contact: PG&E (408) 478-1894	Oak Knoll 3 NE of Forest		Approved
210158	Temp Ench	7/20/2021	Sewer lateral replacement from property to city main. Encroachment Valid 7/22/21 - 7/23/21. Contact: Wilson's Plumbing (831) 375-4591	Monte Verde 3 NE of 5th	7/20/2021	Issued

210157	Temp Ench	7/20/2021	Replace 80' of 4" sewer drain line 10' deep at the street using trenchless system. CONDITION: Shoring will be required for the 10' deep bore pit. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	Casanova 2 SW of 8th	7/22/2021	Issued
210156	Temp Ench	7/19/2021	Pothole 12'x4' for new water service line installation. CONDITION: Street is asphalt over concrete. Trench patch to match existing asphalt and concrete.. Contact: CalAm Water (831) 646-3273	SW Corner of Carpenter & 6th	7/20/2021	Issued
210155	Temp Ench	7/19/2021	Pothole 20'x4' to renew water service. Contact: CalAm (831) 646-3273	San Rita 2 SW of 5th	7/19/2021	Issued
210154	Temp Ench	7/19/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Scenic 8 SE of 8th	7/19/2021	Issued
210153	Driveway	7/15/2021	Remove approx.. 475sf of asphalt driveway and replace with concrete pavers, set in sand. Contact: Al Saroyan (831) 901-6800	San Carlos 4 NE of 3rd		In Review
210152	POD	7/14/2021	Placing a pod to facilitate moving. Contact: Annette Black (916) 826-6902	San Carlos 2 NE of 12th	7/14/2021	Approved
210151	Temp Ench	7/14/2021	Install drip irrigation into the planter areas of the WWI Memorial Arch. Contact: LePage Construction (831) 595-1374	East median Ocean Ave. & San Carlos St.		Issued
210150	Temp Ench	7/14/2021	Large truck delivery for beams will arrive at post office parking lot adjacent to construction site on 5th Ave before 10am. Lift will offload materials to the jobsite. 40 minutes will be needed once the truck is in place. Half of the parking lot will be fenced off for public safety and access to post office. Flagman will be available to direct pedestrians and cars. Contact: Harvest Construction (831) 647-3139	5th 2 NE of Dolores	7/14/2021	Approved

210149	Temp Ench	7/13/2021	Replace sewer lateral. Contact: JD's Plumbing Inc. (831) 394-3100	Dolores 2 SW of 5th	7/13/2021	Issued
210148	Temp Ench	7/12/2021	Crane will be placed in parking lot adjacent to construction site. Outriggers might block exit, so entire lot should be blocked off from cars and pedestrians. CONDITION: SITE MUST BE VACATED BY 1:30 PM 7/15/21. Contact: Harvest Construction (831) 647-3139	5th 2 NE of Dolores	7/14/2021	Approved
210147	Temp Ench	7/12/2021	Remove 3'x3' of concrete in sidewalk to repair sewer line. Repair concrete after completion. Contact: Mr. Rooter (831) 373-6100	6th 2 SE of San Carlos	7/12/2021	Approved
210146	Temp Ench	7/7/2021	Parking stall reservations for material unloading. Contact: Patrick James (831) 915-8076	NE Corner of Ocean & Lincoln		In Review
210145	Temp Ench	7/7/2021	Replacement of power pole. PM# 35255458. Contact: PG&E (831) 713-6019	Intersection of Junipero & Vista		In Review
210144	Temp Ench	7/6/2021	PG&E to trench and backfill all, PG&E to abandon existing gas service. PM# 35255656. Contact: PG&E (408) 478-1894	Camino Real 2 SE of 11th	7/6/2021	Issued
210143	Temp Ench	7/1/2021	Applicant to trench, backfill & install electric substructures. PG&E to replace #2 distribution box. Install secondary bobs, new transformer will feed (e) secondary riser. PM# 35222830. Contact: PG&E (408) 478-1894	Torres 4 SE of 5th	7/19/2021	Issued

Total Records: 23

8/2/2021



CITY OF CARMEL-BY-THE-SEA

Monthly Report

July 2021

Public Safety

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Public Safety Director
SUBMITTED ON:	August 12, 2021
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance July Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of July 2021 the ambulance was able to meet the performance measure. The response time was 98% with (1) code-3 calls over 5 minutes.

53 Calls for service in CBTS Average response time: 2:58 min.
41 Code 3 calls for service –One call over 5:00 min.

7/06/21; 6:05am; **(5:17 min)**; Lincoln & Santa Lucia - Early Morning Call

MONTEREY FIRE REPORT

Summary of Monterey Fire July Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of July 2021 the fire department was able to meet the performance measure. The response time was 97% with (1) code-3 calls over 5 minutes.

77 total calls for service in CBTS Average response time: 3:17 min.
64 total Code-3 calls –One call over 5:00 min.

7/28/21; 1:56 am; (5:33 min); Camino Real & 8th- Early morning call.

BEACH FIRES

There were 16 illegal beach fires recorded during the month of July.



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 7/01/2021 to 7/31/2021



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210702-CFA00859	Emergent	7/2/2021	10:59:51 AM	11:02:37 AM	0:02:46	11:55:40 AM	JUNIPERO AVE / 6TH AVE
210702-CFA00860	Emergent	7/2/2021	1:59:03 PM	2:02:11 PM	0:03:08	3:00:00 PM	MISSION ST / 5TH AVE
210703-CFA00864	Emergent	7/3/2021	8:33:14 AM	8:35:24 AM	0:02:10	8:39:07 AM	SAN CARLOS ST / 12TH AVE
210704-CFA00869	Emergent	7/4/2021	1:37:19 PM	1:40:10 PM	0:02:51	2:45:00 PM	FOREST RD / OCEAN AVE
210705-CFA00872	Emergent	7/5/2021	1:55:15 PM	1:57:05 PM	0:01:50	2:19:12 PM	LINCOLN ST / 7TH AVE
210705-CFA00875	Emergent	7/5/2021	9:34:23 PM	9:36:32 PM	0:02:09	10:30:00 PM	SAN CARLOS ST / 7TH AVE
210706-CFA00876	Emergent	7/6/2021	1:29:07 AM	1:33:48 AM	0:04:41	1:55:05 AM	12TH AVE / CASANOVA ST
210706-CFA00877	Emergent	7/6/2021	6:05:05 AM	6:10:22 AM	0:05:17	6:30:00 AM	LINCOLN ST / SANTA LUCIA A
210706-CFA00878	Emergent	7/6/2021	8:38:45 AM	8:41:01 AM	0:02:16	8:42:16 AM	SAN CARLOS ST / 12TH AVE
210706-CFA00881	Emergent	7/6/2021	7:41:26 PM	7:42:51 PM	0:01:25	8:04:59 PM	MISSION ST / 7TH AVE
210708-CFA00885	Emergent	7/8/2021	6:09:14 AM	6:14:08 AM	0:04:54	6:25:30 AM	FRASER WAY / SANTA LUCIA
210708-CFA00889	Emergent	7/8/2021	5:54:36 PM	5:56:02 PM	0:01:26	5:57:39 PM	DOLORES ST / 5TH AVE
210713-CFA00907	Emergent	7/13/2021	4:11:37 PM	4:12:43 PM	0:01:06	5:20:38 PM	JUNIPERO AVE / 8TH AVE
210714-CFA00912	Non-Emergent	7/14/2021	1:45:21 PM	1:47:42 PM	0:02:21	2:34:50 PM	MISSION ST / 4TH AVE
210714-CFA00914	Emergent	7/14/2021	10:29:26 PM	10:33:00 PM	0:03:34	11:13:30 PM	JUNIPERO AVE / 4TH AVE
210716-CFA00926	Emergent	7/16/2021	9:37:02 PM	9:40:01 PM	0:02:59	10:20:00 PM	DOLORES ST / OCEAN AVE
210717-CFA00932	Emergent	7/17/2021	12:21:52 PM	12:25:36 PM	0:03:44	1:25:00 PM	5104 MONTEREY ST
210717-CFA00933	Emergent	7/17/2021	2:14:37 PM	2:16:48 PM	0:02:11	2:19:27 PM	LINCOLN ST / SANTA LUCIA A
210717-CFA00934	Emergent	7/17/2021	6:54:23 PM	6:57:29 PM	0:03:06	7:01:09 PM	SAN CARLOS ST / 12TH AVE
210717-CFA00935	Emergent	7/17/2021	11:11:28 PM	11:14:34 PM	0:03:06	11:39:00 PM	JUNIPERO AVE / 10TH AVE
210718-CFA00936	Emergent	7/18/2021	1:31:17 AM	1:34:00 AM	0:02:43	2:21:00 AM	SAN CARLOS ST / 7TH AVE
210718-CFA00937	Emergent	7/18/2021	9:51:20 AM	9:52:56 AM	0:01:36	11:00:00 AM	LINCOLN ST / 7TH AVE
210718-CFA00938	Emergent	7/18/2021	8:47:30 PM	8:49:08 PM	0:01:38	9:41:02 PM	OCEAN AVE / MISSION ST
210719-CFA00940	Emergent	7/19/2021	7:44:20 AM	7:49:03 AM	0:04:43	7:52:00 AM	LINCOLN ST / SANTA LUCIA A
210719-CFA00943	Emergent	7/19/2021	5:34:13 PM	5:37:09 PM	0:02:56	6:20:00 PM	CRESPI AVE / FLANDERS WAY
210720-CFA00947	Emergent	7/20/2021	1:19:21 PM	1:24:04 PM	0:04:43	2:04:12 PM	OCEAN AVE / SAN CARLOS ST
210721-CFA00955	Emergent	7/21/2021	8:15:16 PM	8:18:13 PM	0:02:57	9:19:55 PM	FOREST RD / 7TH AVE
210722-CFA00959	Emergent	7/22/2021	9:44:59 AM	9:47:02 AM	0:02:03	10:50:00 AM	SANTA RITA ST / OCEAN AVE
210722-CFA00961	Emergent	7/22/2021	9:02:00 PM	9:03:48 PM	0:01:48	9:18:24 PM	5TH AVE / SAN CARLOS ST
210722-CFA00962	Emergent	7/22/2021	8:52:31 PM	8:54:27 PM	0:01:56	9:01:52 PM	5TH AVE / JUNIPERO AVE
210724-CFA00968	Emergent	7/24/2021	9:54:31 PM	9:56:55 PM	0:02:24	10:07:31 PM	DOLORES ST / 4TH AVE
210727-CFA00975	Emergent	7/27/2021	2:24:38 AM	2:29:13 AM	0:04:35	3:24:36 AM	MONTE VERDE ST / 2ND AVE
210727-CFA00978	Emergent	7/27/2021	5:51:03 PM	5:52:57 PM	0:01:54	6:37:00 PM	S MOUNTAIN VIEW AVE / SAN
210728-CFA00982	Emergent	7/28/2021	1:57:07 AM	2:01:23 AM	0:04:16	3:08:57 AM	CAMINO REAL ST / 8TH AVE
210728-CFA00983	Emergent	7/28/2021	10:04:52 AM	10:05:02 AM	0:00:10	11:48:00 AM	JUNIPERO AVE / 6TH AVE

210728-CFA00984	Emergent	7/28/2021	12:04:02 PM	12:08:49 PM	0:04:47	12:14:50 PM	LINCOLN ST / 8TH AVE
210728-CFA00986	Emergent	7/28/2021	2:06:14 PM	2:07:00 PM	0:00:46	2:08:00 PM	5TH AVE / SAN CARLOS ST
210728-CFA00989	Emergent	7/28/2021	8:59:48 PM	9:01:47 PM	0:01:59	9:21:00 PM	OCEAN AVE / LINCOLN ST
210729-CFA00993	Emergent	7/29/2021	4:12:01 PM	4:14:29 PM	0:02:28	5:05:00 PM	DOLORES ST / 4TH AVE
210729-CFA00995	Emergent	7/29/2021	8:12:10 PM	8:14:16 PM	0:02:06	9:25:00 PM	MISSION ST / 3RD AVE
210731-CFA01007	Emergent	7/31/2021	6:39:08 PM	6:39:15 PM	0:00:07	6:55:00 PM	6TH AVE / SAN CARLOS ST

NUMBER OF EMS INCIDENT:	41	AVERAGE RESPONSE	0:02:40
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FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210702-CFA00856	Non-Emerg	7/2/2021	5:34:43 AM	5:42:00 AM	0:07:17	5:44:04 AM	LINCOLN ST / 12TH AVE
210702-CFA00858	Emergent	7/2/2021	10:36:27 AM	10:39:47 AM	0:03:20	10:47:05 AM	CARMELO ST / 9TH AVE
210702-CFA00863	Non-Emerg	7/2/2021	11:38:02 PM	11:43:10 PM	0:05:08	11:43:29 PM	12TH AVE / SAN CARLOS ST
210706-CFA00879	Emergent	7/6/2021	10:25:25 AM	10:28:33 AM	0:03:08	10:38:28 AM	JUNIPERO AVE / 4TH AVE
210714-CFA00908	Emergent	7/14/2021	12:00:37 AM	12:05:13 AM	0:04:36	12:17:30 AM	12TH AVE / CASANOVA ST
210714-CFA00910	Non-Emerg	7/14/2021	8:36:55 AM	8:40:23 AM	0:03:28	8:50:00 AM	GUADALUPE ST / 5TH AVE
210714-CFA00913	Emergent	7/14/2021	7:01:37 PM	7:04:32 PM	0:02:55	7:07:00 PM	SANTA RITA ST / OCEAN AVE
210716-CFA00920	Emergent	7/16/2021	4:13:16 AM	4:17:54 AM	0:04:38	4:22:42 AM	CARMELO ST / 9TH AVE
210720-CFA00945	Emergent	7/20/2021	8:32:39 AM	8:36:03 AM	0:03:24	8:39:07 AM	LINCOLN ST / 2ND AVE
210724-CFA00966	Non-Emerg	7/24/2021	12:20:09 PM	12:23:18 PM	0:03:09	12:32:00 PM	OCEAN AVE / MISSION ST
210727-CFA00976	Emergent	7/27/2021	7:22:19 AM	7:25:16 AM	0:02:57	7:25:28 AM	SAN ANTONIO AVE / OCEAN A
210727-CFA00977	Emergent	7/27/2021	10:18:44 AM	10:22:09 AM	0:03:25	10:37:13 AM	OCEAN AVE / MONTE VERDE S

NUMBER OF FIRE INCIDENTS	12	AVERAGE RESPONSE	0:03:57
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TOTAL CARMEL CITY INCIDENT	53	ITAL AVERAGE RESPONSE TIME	0:02:58
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RESPONSES BY DISTRICT

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
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CARMEL HIGHLANDS

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210703-CFA00867	Emergent	7/3/2021	3:47:43 PM	4:01:00 PM	0:13:17	4:06:51 PM	HWY 1 / MAL PASO CREEK
210705-CFA00873	Emergent	7/5/2021	2:29:17 PM	2:37:47 PM	0:08:30	3:22:36 PM	120 HIGHLAND DR
210707-CFA00884	Emergent	7/7/2021	4:54:51 PM	5:04:48 PM	0:09:57	5:58:02 PM	199 UPPER WALDEN RD
210711-CFA00898	Emergent	7/11/2021	4:38:41 PM	4:43:00 PM	0:04:19	4:53:35 PM	HWY 1 / POINT LOBOS STATE
210712-CFA00904	Emergent	7/12/2021	7:48:33 AM	7:58:00 AM	0:09:27	8:04:27 AM	HWY 1 / YANKEE POINT DR
210716-CFA00928	Emergent	7/16/2021	11:06:49 PM	11:14:52 PM	0:08:03	11:46:49 PM	120 HIGHLAND DR
210719-CFA00941	Emergent	7/19/2021	10:39:09 AM	10:46:27 AM	0:07:18	12:25:00 PM	1 POINT LOBOS STATE RESER
210724-CFA00967	Non-Emerg	7/24/2021	1:24:08 PM	1:42:00 PM	0:17:52	2:27:01 PM	95 YANKEE POINT DR
Subtotal		8	Average Response Time		0:09:50	Carmel Highlands	

CYPRESS FIRE

INCIDENT

210701-CFA00851	Emergent	7/1/2021	5:45:56 AM	5:53:17 AM	0:07:21	6:54:31 AM	
210701-CFA00852	Emergent	7/1/2021	11:05:45 AM	11:12:26 AM	0:06:41	12:16:29 PM	136 CYPRESS WAY
210701-CFA00853	Emergent	7/1/2021	1:45:31 PM	1:53:20 PM	0:07:49	2:13:50 PM	
210701-CFA00854	Emergent	7/1/2021	3:57:30 PM	4:14:57 PM	0:17:27	4:34:58 PM	
210701-CFA00855	Emergent	7/2/2021	12:36:00 AM	12:47:00 AM	0:11:00	1:12:00 AM	
210702-CFA00857	Emergent	7/2/2021	10:14:55 AM	10:22:22 AM	0:07:27	10:28:12 AM	
210702-CFA00861	Emergent	7/2/2021	4:04:59 PM	4:11:17 PM	0:06:18	4:26:00 PM	4000 RIO RD
210702-CFA00862	Emergent	7/2/2021	7:31:40 PM	7:39:23 PM	0:07:43	8:08:48 PM	
210705-CFA00874	Emergent	7/5/2021	7:04:02 PM	7:10:49 PM	0:06:47	7:54:00 PM	1500 CYPRESS DR
210706-CFA00880	Emergent	7/6/2021	12:43:57 PM	12:46:46 PM	0:02:49	1:34:58 PM	RIVERSIDE WAY / SYCAMORE
210707-CFA00882	Emergent	7/7/2021	6:31:01 AM	6:38:04 AM	0:07:03	7:26:22 AM	4072 RIO RD
210707-CFA00883	Emergent	7/7/2021	3:29:56 PM	3:33:56 PM	0:04:00	4:00:00 PM	CARMEL VALLEY RD / CARMEL
210708-CFA00888	Emergent	7/8/2021	3:58:12 PM	4:03:23 PM	0:05:11	5:07:37 PM	26536 CARMEL RANCHO BLVD
210709-CFA00890	Emergent	7/9/2021	6:16:34 AM	6:22:11 AM	0:05:37	6:37:54 AM	26349 MONTE VERDE ST
210710-CFA00893	Emergent	7/10/2021	11:46:13 AM	11:55:48 AM	0:09:35	12:21:00 PM	25025 PINE HILLS DR
210710-CFA00894	Emergent	7/10/2021	3:24:30 PM	3:32:14 PM	0:07:44	4:10:00 PM	3600 OCEAN AVE
210711-CFA00896	Emergent	7/11/2021	3:30:30 AM	3:36:45 AM	0:06:15	3:56:00 AM	26456 RIVERSIDE WAY
210711-CFA00899	Emergent	7/11/2021	5:30:47 PM	5:35:18 PM	0:04:31	6:25:00 PM	RIO RD / ATHERTON DR
210712-CFA00903	Emergent	7/12/2021	2:27:49 AM	2:32:54 AM	0:05:05	3:36:00 AM	24700 SANTA RITA ST
210714-CFA00909	Emergent	7/14/2021	2:39:26 AM	2:45:58 AM	0:06:32	3:42:34 AM	2644 WALKER AVE
210714-CFA00911	Emergent	7/14/2021	9:49:15 AM	9:54:35 AM	0:05:20	10:45:00 AM	26276 CARMELO ST
210715-CFA00915	Emergent	7/15/2021	11:11:20 AM	11:17:22 AM	0:06:02	11:55:00 AM	24748 HANDLEY DR
210715-CFA00916	Emergent	7/15/2021	12:21:41 PM	12:27:53 PM	0:06:12	1:05:00 PM	26378 CARMEL RANCHO BLVD
210715-CFA00917	Emergent	7/15/2021	6:45:23 PM	6:50:54 PM	0:05:31	7:20:24 PM	26135
210717-CFA00929	Emergent	7/17/2021	7:48:55 AM	7:54:18 AM	0:05:23	8:35:00 AM	26456 RIVERSIDE WAY
210717-CFA00930	Emergent	7/17/2021	9:20:56 AM	9:27:11 AM	0:06:15	10:05:57 AM	25700 CANADA DR
210717-CFA00931	Emergent	7/17/2021	10:50:23 AM	10:56:30 AM	0:06:07	11:52:00 AM	23795 HOLMAN HWY
210718-CFA00939	Emergent	7/18/2021	11:16:26 PM	11:21:12 PM	0:04:46	11:46:32 PM	25560 SHAFTER WAY
210719-CFA00942	Emergent	7/19/2021	3:37:04 PM	3:41:25 PM	0:04:21	4:41:36 PM	25560 SHAFTER WAY
210719-CFA00944	Emergent	7/19/2021	7:45:03 PM	7:52:51 PM	0:07:48	8:12:52 PM	25621 CARMEL KNOLLS DR
210720-CFA00946	Emergent	7/20/2021	12:09:47 PM	12:16:11 PM	0:06:24	1:05:00 PM	26378 CARMEL RANCHO BLVD
210720-CFA00950	Emergent	7/20/2021	6:02:41 PM	6:08:13 PM	0:05:32	6:15:45 PM	4860 CARMEL VALLEY RD
210721-CFA00953	Emergent	7/21/2021	11:07:59 AM	11:13:33 AM	0:05:34	11:59:04 AM	3030 RIBERA RD
210722-CFA00957	Emergent	7/22/2021	3:48:12 AM	3:54:27 AM	0:06:15	4:45:23 AM	2610 15TH AVE
210722-CFA00960	Emergent	7/22/2021	5:21:07 PM	5:26:34 PM	0:05:27	6:21:12 PM	26245 CARMEL RANCHO BLVD
210722-CFA00963	Emergent	7/22/2021	9:20:00 PM	9:26:02 PM	0:06:02	10:46:46 PM	27601 HWY 1
210723-CFA00964	Emergent	7/23/2021	9:58:42 AM	10:02:53 AM	0:04:11	11:00:13 AM	26270 DOLORES ST
210723-CFA00965	Emergent	7/23/2021	1:41:58 PM	1:47:32 PM	0:05:34	2:27:01 PM	133 CROSSROADS BLVD
210725-CFA00973	Emergent	7/25/2021	3:05:40 PM	3:09:46 PM	0:04:06	4:01:18 PM	101 CROSSROADS BLVD
210726-CFA00974	Emergent	7/26/2021	2:58:30 PM	3:04:42 PM	0:06:12	4:10:00 PM	25025 VALLEY PL
210727-CFA00981	Emergent	7/27/2021	10:24:35 PM	10:30:57 PM	0:06:22	11:15:00 PM	26349 MONTE VERDE ST
210728-CFA00985	Emergent	7/28/2021	12:20:43 PM	12:26:28 PM	0:05:45	1:15:00 PM	26380 CARMEL RANCHO LN
210728-CFA00987	Emergent	7/28/2021	6:23:58 PM	6:30:39 PM	0:06:41	7:25:00 PM	1500 CYPRESS DR
210728-CFA00990	Emergent	7/28/2021	9:36:51 PM	9:43:19 PM	0:06:28	9:50:06 PM	24352 SAN JUAN RD
210728-CFA00991	Emergent	7/28/2021	11:04:53 PM	11:10:35 PM	0:05:42	11:50:00 PM	26245 CARMEL RANCHO BLVD
210729-CFA00996	Emergent	7/29/2021	10:58:38 PM	11:06:33 PM	0:07:55	12:29:39 AM	26349 OCEAN VIEW AVE

210730-CFA00997	Emergent	7/30/2021	8:40:25 AM	8:45:28 AM	0:05:03	9:50:03 AM	26245 CARMEL RANCHO BLVD
210730-CFA01002	Emergent	7/30/2021	7:10:06 PM	7:15:15 PM	0:05:09	7:58:00 PM	24400 SAN LUIS AVE
210730-CFA01003	Emergent	7/30/2021	8:18:21 PM	8:24:01 PM	0:05:40	9:14:49 PM	24520 OUTLOOK DR
210731-CFA01004	Emergent	7/31/2021	12:05:10 AM	12:10:32 AM	0:05:22	12:59:00 AM	26349 MONTE VERDE ST
210731-CFA01008	Non-Emergent	7/31/2021	9:21:00 PM	9:27:12 PM	0:06:12	9:36:43 PM	25847 CARMEL KNOLLS DR
Subtotal		51	Average Response Time		0:06:19	CYPRESS FIRE	

PEBBLE BEACH

INCIDENT							
210704-CFA00868	Emergent	7/4/2021	8:01:18 AM	8:11:05 AM	0:09:47	8:18:05 AM	1471 PADRE LN
210711-CFA00897	Emergent	7/11/2021	9:25:16 AM	9:34:44 AM	0:09:28	9:56:09 AM	3114 HERMITAGE RD
210715-CFA00918	Emergent	7/15/2021	8:28:20 PM	8:36:20 PM	0:08:00	8:43:38 PM	1500 CYPRESS DR
210715-CFA00919	Emergent	7/15/2021	11:05:05 PM	11:16:00 PM	0:10:55	11:22:04 PM	1201 PADRE LN
210720-CFA00951	Emergent	7/20/2021	6:17:12 PM	6:25:25 PM	0:08:13	8:00:00 PM	SPRUANCE RD / GRIFFIN RD
210721-CFA00954	Emergent	7/21/2021	5:57:14 PM	6:04:08 PM	0:06:54	6:18:00 PM	3210 MACOMBER DR
210729-CFA00994	Emergent	7/29/2021	6:49:59 PM	7:02:33 PM	0:12:34	7:55:07 PM	2700 SEVENTEEN MILE DR
Subtotal		7	Average Response Time		0:09:24	PEBBLE BEACH	

MARINA

INCIDENT							
210711-CFA00901	Emergent	7/11/2021	6:38:53 PM	6:50:01 PM	0:11:08	7:50:00 PM	3095 MARINA DR
Subtotal		1	Average Response Time		0:11:08	MARINA	

MID COAST

INCIDENT							
210703-CFA00866A	Emergent	7/3/2021	12:33:00 PM	12:47:00 PM	0:14:00	2:30:00 PM	33000 HWY 1
210713-CFA00905	Emergent	7/13/2021	11:19:22 AM	11:32:12 AM	0:12:50	11:52:24 AM	36700 HWY 1
Subtotal		2	Average Response Time		0:13:25	MID COAST	

SEASIDE/SAND CITY

INCIDENT							
210716-CFA00925	Emergent	7/16/2021	12:13:52 PM	12:21:21 PM	0:07:29	1:10:00 PM	1630 HARDING ST
210730-CFA00999	Emergent	7/30/2021	11:18:12 AM	11:28:25 AM	0:10:13	1:50:00 PM	1152 SONOMA AVE
210730-CFA01001	Emergent	7/30/2021	12:31:23 PM	12:37:34 PM	0:06:11	3:00:00 PM	1074 HARCOURT AVE
Subtotal		3	Average Response Time		0:07:58	SEASIDE/SAND CITY	

MONTEREY

INCIDENT							
210703-CFA00865	Emergent	7/3/2021	9:36:25 AM	9:44:44 AM	0:08:19	10:54:50 AM	200 GLENWOOD CIR
210709-CFA00891	Emergent	7/9/2021	4:39:00 PM	4:44:22 PM	0:05:22	5:10:01 PM	HWY 1 / HOLMAN HWY NB ON
210709-CFA00892	Emergent	7/9/2021	7:31:55 PM	7:41:11 PM	0:09:16	8:15:00 PM	2020 DEL MONTE AVE
210716-CFA00923	Emergent	7/16/2021	9:45:22 AM	9:53:57 AM	0:08:35	10:31:34 AM	20 DEL MONTE AVE
210720-CFA00949	Emergent	7/20/2021	4:54:02 PM	5:02:15 PM	0:08:13	5:45:00 PM	1110 CASS ST
210725-CFA00971	Emergent	7/25/2021	11:29:14 AM	11:37:00 AM	0:07:46	1:00:00 PM	740 LILY ST
210727-CFA00980	Emergent	7/27/2021	7:33:47 PM	7:40:50 PM	0:07:03	8:37:18 PM	140 VIA GAYUBA
Subtotal		7	Average Response Time		0:07:48	MONTEREY	

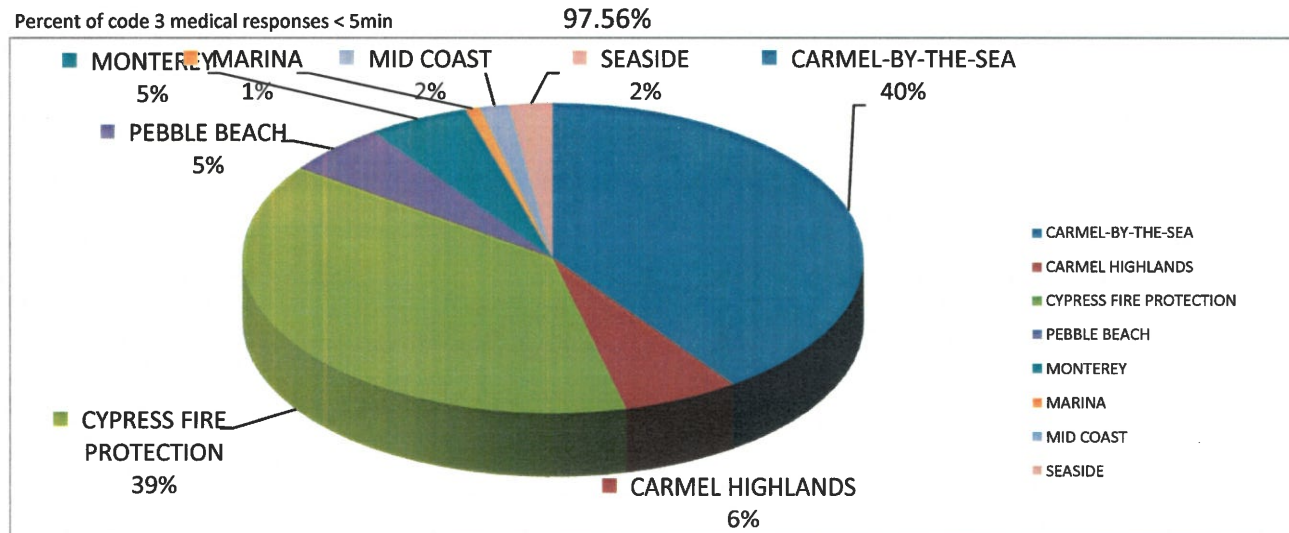
TOTAL ALL CALLS	132	TOTAL AVERAGE RESPONSE TIME	0:05:34
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CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

JULY 2021

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	53	0:02:58
CARMEL HIGHLANDS	8	0:09:50
CYPRESS FIRE PROTECTION	51	0:06:19
PEBBLE BEACH	7	0:09:24
MONTEREY	7	0:07:48
MARINA	1	0:11:08
MID COAST	2	0:13:25
SEASIDE	3	0:07:58
Total Responses	132	0:05:34





RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
 Alarm Date From: 7/1/2021 To: 7/31/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Fires in structure other than in a building	7/31/2021 6:16 PM	210731-MNT04682	0:02:27	4TH AVE	MISSION ST	3
Cooking fire, confined to container	7/22/2021 8:51 PM	210722-MNT04498	0:02:21	5TH AVE	JUNIPERO AVE	3
2			0:02:24			
300-321 Series (EMS)						
Medical assist, assist EMS crew	7/5/2021 1:54 PM	210705-MNT04101	0:02:49	LINCOLN ST	7TH AVE	3
Medical assist, assist EMS crew	7/5/2021 9:33 PM	210705-MNT04108	0:01:51	SAN CARLOS ST	7TH AVE	3
Medical assist, assist EMS crew	7/6/2021 1:28 AM	210706-MNT04112	0:04:40	12TH AVE	CASANOVA ST	3
Medical assist, assist EMS crew	7/14/2021 10:28 PM	210714-MNT04315	0:03:51	JUNIPERO AVE	4TH AVE	3
Medical assist, assist EMS crew	7/21/2021 8:14 PM	210721-MNT04478	0:03:13	FOREST RD	7TH AVE	3
Medical assist, assist EMS crew	7/27/2021 2:23 AM	210727-MNT04584	0:04:46	MONTE VERDE ST	2ND AVE	3
Medical assist, assist EMS crew	7/28/2021 1:56 AM	210728-MNT04601	0:05:33	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	7/2/2021 1:58 PM	210702-MNT04037	0:03:15	MISSION ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	7/3/2021 1:28 PM	210703-MNT04065	0:04:38	11TH AVE	TORRES ST	3
EMS call, excluding vehicle accident with injury	7/4/2021 1:36 PM	210704-MNT04080	0:02:52	FOREST RD	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	7/6/2021 1:05 PM	210706-MNT04124	0:02:20	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	7/6/2021 7:40 PM	210706-MNT04135	0:01:57	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	7/8/2021 6:08 AM	210708-MNT04160	0:04:59	FRASER WAY	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	7/13/2021 4:10 PM	210713-MNT04286	0:00:49	JUNIPERO AVE	8TH AVE	3
EMS call, excluding vehicle accident with injury	7/15/2021 12:53 PM	210715-MNT04324	0:03:53	7TH AVE	FOREST RD	3
EMS call, excluding vehicle accident with injury	7/16/2021 9:36 PM	210716-MNT04353	0:02:44	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	7/17/2021 11:24 AM	210717-MNT04360	0:03:49	JUNIPERO AVE	2ND AVE	3
EMS call, excluding vehicle accident with injury	7/17/2021 12:20 PM	210717-MNT04361	0:01:46	5104 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	7/17/2021 12:57 PM	210717-MNT04362	0:03:02	ACACIA WAY	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	7/18/2021 1:30 AM	210718-MNT04388	0:03:15	SAN CARLOS ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	7/18/2021 9:49 AM	210718-MNT04396	0:02:26	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	7/18/2021 8:46 PM	210718-MNT04408	0:01:50	OCEAN AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	7/19/2021 5:33 PM	210719-MNT04422	0:02:59	CRESPI AVE	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	7/20/2021 1:18 PM	210720-MNT04442	0:02:32	OCEAN AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	7/22/2021 9:44 AM	210722-MNT04485	0:04:52	SANTA RITA ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	7/22/2021 8:57 PM	210722-MNT04499	0:03:42	5TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	7/28/2021 8:58 PM	210728-MNT04616	0:02:38	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	7/29/2021 4:11 PM	210729-MNT04629	0:02:37	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	7/29/2021 8:11 PM	210729-MNT04633	0:02:33	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	7/31/2021 2:12 PM	210731-MNT04671	0:00:00	6TH AVE	MISSION ST	3
30			0:03:04			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle/pedestrian accident (MV Ped)	7/2/2021 10:59 AM	210702-MNT04032	0:03:58	JUNIPERO AVE	6TH AVE	3
Motor vehicle/pedestrian accident (MV Ped)	7/27/2021 5:50 PM	210727-MNT04594	0:03:05	S MOUNTAIN VIEW AVE	SANTA RITA ST	3
Motor vehicle/pedestrian accident (MV Ped)	7/28/2021 10:03 AM	210728-MNT04603	0:00:13	JUNIPERO AVE	6TH AVE	3
Motor vehicle accident with no injuries.	7/9/2021 12:08 PM	210709-MNT04196	0:04:02	CARPENTER ST	4TH AVE	2
Motor vehicle accident with no injuries.	7/17/2021 6:53 PM	210717-MNT04378	0:03:18	SAN CARLOS ST	12TH AVE	3
		6	0:03:07			
400 Series (Hazardous Material)						
Accident, potential accident, other	7/24/2021 1:35 PM	210724-MNT04536	0:03:51	MONTE VERDE ST	5TH AVE	2
		1	0:03:51			
500 & 600 Series (Service Calls)						
Water or steam leak	7/2/2021 11:37 PM	210702-MNT04048	0:04:25	12TH AVE	SAN CARLOS ST	2
Water or steam leak	7/11/2021 9:38 PM	210711-MNT04250	0:03:20	DOLORES ST	11TH AVE	2
Water or steam leak	7/20/2021 8:31 AM	210720-MNT04436	0:03:34	LINCOLN ST	2ND AVE	3
Water or steam leak	7/24/2021 12:19 PM	210724-MNT04533	0:03:06	OCEAN AVE	MISSION ST	2
Animal rescue	7/31/2021 10:47 AM	210731-MNT04666	0:04:31	SCENIC RD	12TH AVE	2
Police matter	7/24/2021 9:53 PM	210724-MNT04540	0:02:53	DOLORES ST	4TH AVE	3
Police matter	7/30/2021 12:46 PM	210730-MNT04650	0:01:24	MISSION ST	6TH AVE	3
Public service	7/2/2021 10:35 AM	210702-MNT04030	0:03:32	CARMELO ST	9TH AVE	3
Public service	7/6/2021 10:24 AM	210706-MNT04120	0:02:42	JUNIPERO AVE	4TH AVE	2
Assist invalid	7/2/2021 5:34 AM	210702-MNT04022	0:05:02	LINCOLN ST	12TH AVE	2
Assist invalid	7/14/2021 8:36 AM	210714-MNT04296	0:04:21	GUADALUPE ST	5TH AVE	2
Assist invalid	7/28/2021 12:01 PM	210728-MNT04605	0:02:52	LINCOLN ST	8TH AVE	3
Assist invalid	7/28/2021 7:15 PM	210728-MNT04614	0:04:04	LINCOLN ST	7TH AVE	2
Dispatched & canceled en route	7/28/2021 2:05 PM	210728-MNT04609	0:01:37	5TH AVE	SAN CARLOS ST	3
No incident found on arrival at dispatch address	7/6/2021 6:04 AM	210706-MNT04116	0:05:04	LINCOLN ST	SANTA LUCIA AVE	3
No incident found on arrival at dispatch address	7/6/2021 3:16 PM	210706-MNT04129	0:04:57	SCENIC RD	9TH AVE	2
No incident found on arrival at dispatch address	7/8/2021 5:53 PM	210708-MNT04180	0:01:37	DOLORES ST	5TH AVE	3
No incident found on arrival at dispatch address	7/9/2021 8:06 PM	210709-MNT04211	0:03:49	FOREST RD	8TH AVE	3
No incident found on arrival at dispatch address	7/16/2021 4:12 AM	210716-MNT04335	0:04:21	CARMELO ST	9TH AVE	3
No incident found on arrival at dispatch address	7/19/2021 7:43 AM	210719-MNT04414	0:04:23	LINCOLN ST	SANTA LUCIA AVE	3
No incident found on arrival at dispatch address	7/19/2021 8:31 PM	210719-MNT04428	0:07:05	LINCOLN ST	SANTA LUCIA AVE	2
No incident found on arrival at dispatch address	7/20/2021 12:42 PM	210720-MNT04441	0:02:32	JUNIPERO AVE	4TH AVE	3
No incident found on arrival at dispatch address	7/29/2021 9:59 AM	210729-MNT04622	0:05:22	HWY 1	AGUAJITO RD	2
No incident found on arrival at dispatch address	7/31/2021 5:18 PM	210731-MNT04680	0:03:11	LINCOLN ST	8TH AVE	3
No incident found on arrival at dispatch address	7/31/2021 9:16 PM	210731-MNT04687	0:03:08	25847 CARMEL KNOLLS DR		3
		25	0:03:43			
700 Series (False Alarms)						
Smoke detector activation due to malfunction	7/18/2021 9:45 AM	210718-MNT04395	0:02:41	JUNIPERO AVE	3RD AVE	3
Smoke detector activation due to malfunction	7/27/2021 10:18 AM	210727-MNT04589	0:04:15	OCEAN AVE	MONTE VERDE ST	3
Alarm system sounded due to malfunction	7/21/2021 9:31 PM	210721-MNT04479	0:02:33	SAN CARLOS ST	7TH AVE	3
Alarm system sounded due to malfunction	7/30/2021 5:53 PM	210730-MNT04657	0:00:13	SAN CARLOS ST	5TH AVE	3
Smoke detector activation, no fire - unintentional	7/14/2021 7:00 PM	210714-MNT04312	0:02:54	SANTA RITA ST	OCEAN AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Smoke detector activation, no fire - unintentional	7/27/2021 7:21 AM	210727-MNT04585	0:03:32	SAN ANTONIO AVE	OCEAN AVE	3
Alarm system activation, no fire - unintentional	7/6/2021 8:37 AM	210706-MNT04117	0:03:02	SAN CARLOS ST	12TH AVE	3
Alarm system activation, no fire - unintentional	7/14/2021 12:00 AM	210714-MNT04294	0:04:14	CAMINO REAL AVE	12TH	3
Alarm system activation, no fire - unintentional	7/16/2021 9:52 AM	210716-MNT04338	0:04:58	CARMELO ST	13TH AVE	3
Carbon monoxide detector activation, no CO	7/10/2021 3:52 PM	210710-MNT04228	0:02:11	SANTA FE ST	OCEAN AVE	3
Medical Alarm device activation, no medical	7/3/2021 8:32 AM	210703-MNT04056	0:02:39	SAN CARLOS ST	12TH AVE	3
Medical Alarm device activation, no medical	7/10/2021 10:14 PM	210710-MNT04233	0:04:05	LINCOLN ST	SANTA LUCIA AVE	3
Medical Alarm device activation, no medical	7/17/2021 2:13 PM	210717-MNT04366	0:03:19	LINCOLN ST	SANTA LUCIA AVE	3
		13	0:03:07			

Over 5 Minute Response Times Cause of Delay: Code 3 Responses

210728-MNT04601 delay due to time of day
210706-MNT04116 none/no delay

Code 2 Calls	13
Code 3 Calls	64
Total # of Incidents	77
% Under 5 Minute Response Time	96.8%



CARMEL-BY-THE-SEA JULY 2021

Response Summary Report by Incident Type

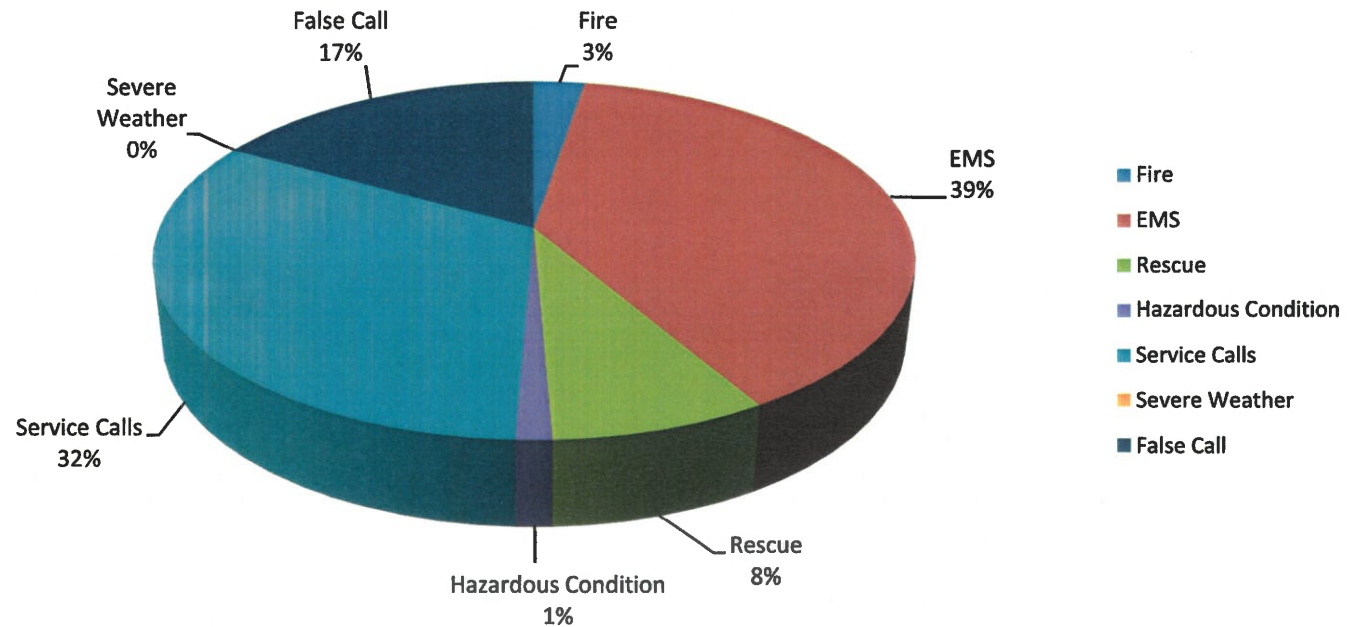


Type of Call	Number	Average Response Time
Fire	2	2:24
EMS	30	3:04
Rescue	6	3:07
Hazardous Condition	1	3:51
Service Calls	25	3:43
Severe Weather	0	0:00
False Call	13	3:07

Total Responses

77

3:17



Total Code 3 Calls:

64

Response Times for Code 3

Calls ≤ 5 minutes:

96.8%



CITY OF CARMEL-BY-THE-SEA

Monthly Report

July 2021

City Clerk's Office

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
SUBMITTED ON:	August 19, 2021
APPROVED BY:	Chip Rerig, City Administrator

In the month of July, the City handled 21 requests for public records.

	This Month	Calendar YTD
City Clerk's Office	6	43
Police Department	15	86
TOTAL REQUESTS/RESPONSES	21	129

July2021 PRA

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2021-044	7/9/2021	7/19/2021	Let this email serve as an official request to obtain any and all permit documents associated with the below property. Please direct all communications and records to myself. Thank you! Guadape 5SW of Ocean Carmel, CA 93921 APN: 010-043-005-000	Buck Blackwell	7/14/2021	file sent to Carmel business supply for copying
2021-045	7/21/2021	8/2/2021	permits and documents related to approval of said permits, permit applications, dated from September 1, 1971 to the present related to the following Monterey County Assessor Parcel Numbers APN 010-087-002-000, APN 010-087-008-000; permits and documents related to approval of said permits dated from September 1, 1971 to the present related to the Carriage House Inn, to the extent not already included in the above	Christopher M. Long, Fenton & Keller	7/26/2021	needs to set appointment to review paper file
2021-046	7/21/2021	8/2/2021	variances related to approval of said permits, permit applications, dated from September 1, 1971 to the present related to the following Monterey County Assessor Parcel Numbers APN 010-087-002-000, APN 010-087-008-000; permits and documents related to approval of said permits dated from September 1, 1971 to the present related to the Wayside Inn, to the extent not already included in the request, permits or variances for the modification and use of two or more additional rental units at and for the Wayside Inn issued by the City in or about 1971, to the extent not already included in the request; documents relating to approval of any permits or variances for the modification and use of two or more additional rental units at and for the Wayside Inn issued by the City in or about 1971, to the extent not already included in the request	Christopher M. Long, Fenton & Keller	7/26/2021	needs to set appointment to review paper file
2021-047	7/21/2021	8/2/2021	Ordinances 2020-05 and 2020-08; any ordinances that were adopted in 2020 that have to do with parklets or outdoor dining	Douglas Schmitz	7/22/2021	
2021-048	7/21/2021	8/2/2021	minutes and staff report from the June 6, 2006 City Council meeting regarding consideration of an appeal of a decision of the Historic Resources Board placing a commercial structure, known as the Palo Alto Savings and Loan building, on the Carmel Inventory of Historic Resources	Ian Martin	7/26/2021	
2021-049	7/23/2021	8/2/2021	Excel file with the names of all businesses licensed to do business in Carmel in the past 12 months, with business name, address, phone, contact person, and industry type and number of employees if the latter two items are easy to retrieve	David Marin, Atherton Living	7/30/2021	

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2020-0001	7/8/21 MR	7/18		7/8/21 DA	Daphne Nixon	253-432-0459	CG2100312	Denied/Under INV	7/9 DA denial letter mailed
2020-0002	7/14 DA	7/24/2021		7/25 DA	Ron Langford Investigation		CG1800064 body camera	Denied/Under INV	Submitted to City Attorney for decision
2020-0003	07/19/21 mw	7/30/2021		8/13/21 DA	Biegel Law firm	831-373-3700	CA2100314	completed	mailed by DA
2020-0004	7/20/2021 MW	7/31/2021			ISABEL HICKLAND	831-402-3875	CA2100350	referred	retrieved on crash docs
2020-0005	07/20/21 MW	7/31/2021			CORRY CANNON	209-478-9374	CG0500325	Referred to SPD	letter mailed by DA
2020-0006	07/26 mw	8/5/2021			Federal Public Defender	415-436-7700		completed	emailed
2020-0007	07/26 mw	8/5/2021		14-Aug	Carlos Ramos	831-262-1959	CG2100359	completed	mailed by DA
2020-0008	07/27 mw	8/6/2021		8/14 DA	Michael Ackal	985-788-2655	CG2100360	completed	mailed by DA
2020-0009	07/27/21 MO			7/27/21 MO	Lexis Nexis	678-924-4900	CG2100126	completed	mailed Mo
2020-0010	7/27/21 MO			7/27/21 MO	Lexis Nexis	678-924-4900	CA2100339	completed	mailed Mo
2020-0011	07/21/27 MO			7/27/21 MO	Lexis Nexis	678-924-4900	CA2100341	completed	mailed Mo
2020-0012	7/27/21 MO			7/27/21 MO	Lexis Nexis	678-924-4900	CA2100351	completed	mailed Mo
2020-0013	7/29/21 MO				Elizabeth Vobach	415-269-9673	CA2100367	completed	mailed MO
2020-0014	7/30/2021	8/3/2021		8/3/2021	Metropolitan Reporting Bureau		CG2100118	completed	mailed by DA
2020-00015	7/26/2021	8/6/2021		8/12/2021	Theresa Buccola		CG2000329/CG2100097	completed	emailed to requestor per 4a1



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – July 2021

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robert Harary, P.E., Director of Public Works

SUBMITTED ON: August 2, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Meeting of July 6, 2021

- Accepted a \$45,000 grant from the California Coastal Conservancy for fire fuel abatement in the Mission Trail Nature Preserve (MTNP).
- Approved a 6-month extension to the Janitorial Services contract with Pureserve Building Services for a not-to-exceed fee of \$102,000.
- Authorized the City Administrator to sign a letter to the Monterey County Environmental Health Department for the City to continue to participate in the Used Oil Program.

Forest and Beach Commission Meeting of July 8, 2021

- Approved removal of a private magnolia tree, at Fourth Avenue 2 NE of Monte Verde Street, which damaged a patio. In exchange, the applicant will pay for one new City tree to be planted by the City in the right-of-way nearby.
- Approved removal of an acacia tree damaging adjacent homes, in exchange for the applicant to plant two trees, one on private property and one in the City right-of-way, located at the SW corner of Camino Real and Ocean Avenue.
- Directed applicant for historic building/site modifications for Colonial Terrace, at NE corner of San Carlos Street and Thirteenth Avenue, to include 11 upper and 8 lower canopy trees.

Climate Action Committee Meeting of July 15, 2021

- The Climate Committee reviewed and adopted, with minor edits, the final Vulnerability Assessment Report, and which is now posted on the City's website and will be provided to the City Council and the Forest and Beach Commission in August.
- A Climate Action Subcommittee reviewed proposals and agreed to recommend award of a professional services agreement with LSA Associates to prepare the Greenhouse Gas (GHG) Emissions Forecast Study.

Public Works Administration

- The California Department of Forestry and Fire Protection's (CAL FIRE's) Urban Forester has appointed Sara Davis to represent City/Town Governments on the California Urban Forestry Advisory Committee.
- Public Works Superintendent, Rob Culver, passed the 811 Professional Contractor's course related to locating underground utilities.

- Continued to hold weekly meetings with Carmel Cares to coordinate improvements to the Scenic Pathway, Devendorf Park, Forest Theater, Vista Lobos Park, Sunset Center grounds, median islands, and other initiatives.
- Reviewed two proposals received from a Request for Proposals for a Forest Theater Theatrical Programming and Facility Management lease agreement.

Environmental Programs

- Finished writing the Vulnerability Report for the Climate Committee.
- Prepared professional services agreement with LSA Associates for the GHG Emissions Study.
- Prepared staff report and resolution for approval of a 5-year extension to Coastal Development Permit for North Dunes Restoration work for the August 11th Planning Commission meeting.
- The Friends of MTNP continued pulling weeds, invasive ivy, dead vegetation, and fire fuel from the Preserve, and Public Works continued picking up piles.
- Drafted specifications for bidding a contract for fire fuel reduction in MTNP, and coordinated with various stakeholders, including the Friends, PG&E, and neighbors.
- Reviewed draft Trash and Recycling Ordinance provisions developed by the Monterey Regional Waste Management District's consultant to meet the regulatory requirements of SB 1383, which become effective on January 1, 2022.
- Reviewed Statements of Qualifications from environmental consultants for on-call, as-needed environmental services to support the backlog of environmental program work. Met with Rincon Consultants and Dudek to confirm interest and availability.
- Drafted professional services agreements with Rincon and Dudek for on-call services.
- Participated in 3CE's Summer Readiness Pilot project by reducing energy use at our Main Library during specified events from 4-9 PM to reduce the load on the power grid.
- Tar balls were noted on Carmel Beach. Contacts with the Marine Sanctuary and California Department of Fish and Wildlife confirmed that they were from naturally occurring seeps.
- A rain barrel and an interpretive sign were installed in the demonstration rain garden in front of the Public Works Building on Junipero Street.

Facility Maintenance

- For the Sunset Center Emergency Fire Pump Replacement Project, pushed non-responsive mechanical contract to complete Fire Marshall-required punch list work. Seeking alternatives.
- Inefficient halogen bulbs in the light fixtures of Sunset Center's front parking lot were replaced with energy-efficient, LED lights with the same light intensity and color.
- The broken Fire Station's sewer lateral was replaced.
- Identified locations for new, ADA-compliant water fountains, restroom partitions, and railings for the ADA Project Year 4.
- Purchase Order issued for new gate arms and motor for the Norton parking garage.
- Having windows cleaned professionally by a vendor for the first time in two years.
- Supported purchase and installation of a new dishwasher and stove for the Fire Station.

Street Maintenance

- Provided extra field support, delineators, no parking signs, extra dumpsters, and portable toilets for the busy July 4th holiday weekend.
- Continued the annual traffic striping, legends, and curb painting project.
- Rented a bobcat and redistributed beach sand into the volleyball courts at Del Mar. Thanks to JC Meyer and volleyball users who donated \$2,499 for the rented bobcat.

Public Works Department Report – July 2021

- Continued to clean out five fire pits out on the beach, between Tenth and Twelfth Avenues. These fire pits continue to be misused, and illegal fires have been noted on the beach.
- Dumped and spread wood chips around the Golden Triangle, at the north entry of the City, requested by the Carmel Woods Neighborhood Association.
- Cleaned up the Public Works Storage Yard at Carmel Middle School.
- Attended to vandalism including rotated “STOP” signs in the downtown area, and shaving cream sprayed on play equipment in Forest Hill Park.

Forestry, Parks and Beach (Forester’s Report)

- Friends of the Carmel Forest planted three new cypress on the Scenic Pathway.
- The pickleball enthusiasts have requested new striping on the tennis court to add two new pickleball courts. The players will provide mobile nets.
- Carmel Cares continues to improve and maintain landscaping along the Scenic Pathway, in Devendorf Park, and at the Forest Theater.
- Stop Work Ordered at Carmelo Street 3 Southwest of Ninth Avenue for excavation within six feet of a tree.
- Stop Work Ordered at Casanova Street 2 Southwest of Eleventh Avenue for removing two public trees without a permit.
- A citation was issued for unpermitted tree removal on private property on San Carlos Street.
- Carmel Cares continued to introduce youth at the Carmel Youth Center to community service. Youth Center students spruced up Devendorf Park and cleaned up Carmel Beach while learning about community service.
- Carmel Cares placed small signs in medians to denote medians that were adopted for care by Median Minders, and other medians seeking volunteers.
- Conducted Chain Saw safety training at a monthly Public Works staff meeting.
- Received draft tree ordinance revisions prepared by the City Attorney’s office.
- There were no notable tree failures in July.

Private and Development Activities

The following data have been updated. An inflation of 20 small trees have been removed from February for a more accurate representation of the removal to replanting ratio. As time passes, the data for other previous months may change as a result of project changes through completion.

2021 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No Room for New Trees	Meets Density Recommendation	Total Number of Trees Required
January	6	3	2	0	0	5
February	18	4	2	2	9	6
March	7	3	1	1	3	4
April	17	6	5	1	5	11
May	12	2	5	1	3	7
June	9	2	2	1	1	4

Public Works Department Report – July 2021

Attachment 5

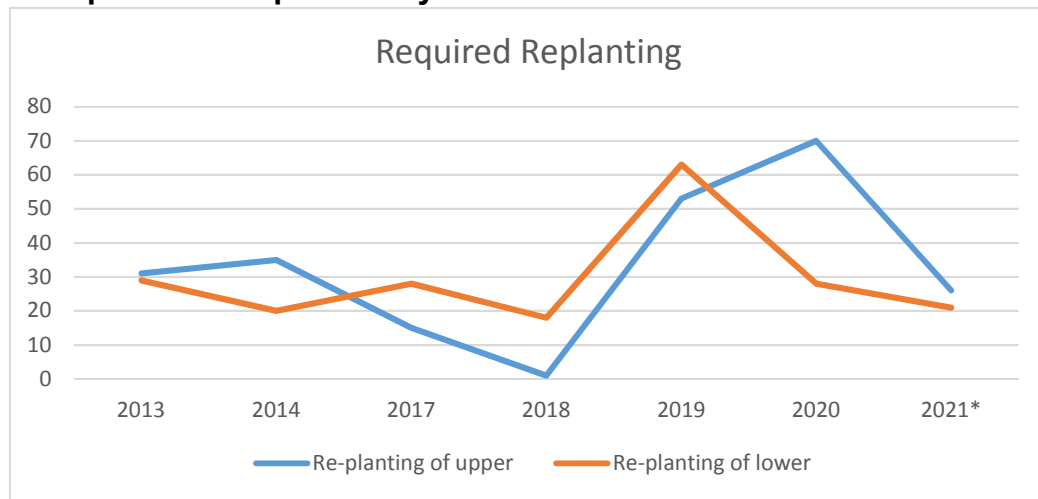
July	10	6	4	0	2	10
August						0
September						0
October						0
November						0
December						0
2021 Totals	79	26	21	6	23	47

The following data have been changed to reflect 2021 removals rather than the number of permit applications submitted. The replanting percentage for 2020 has been corrected.

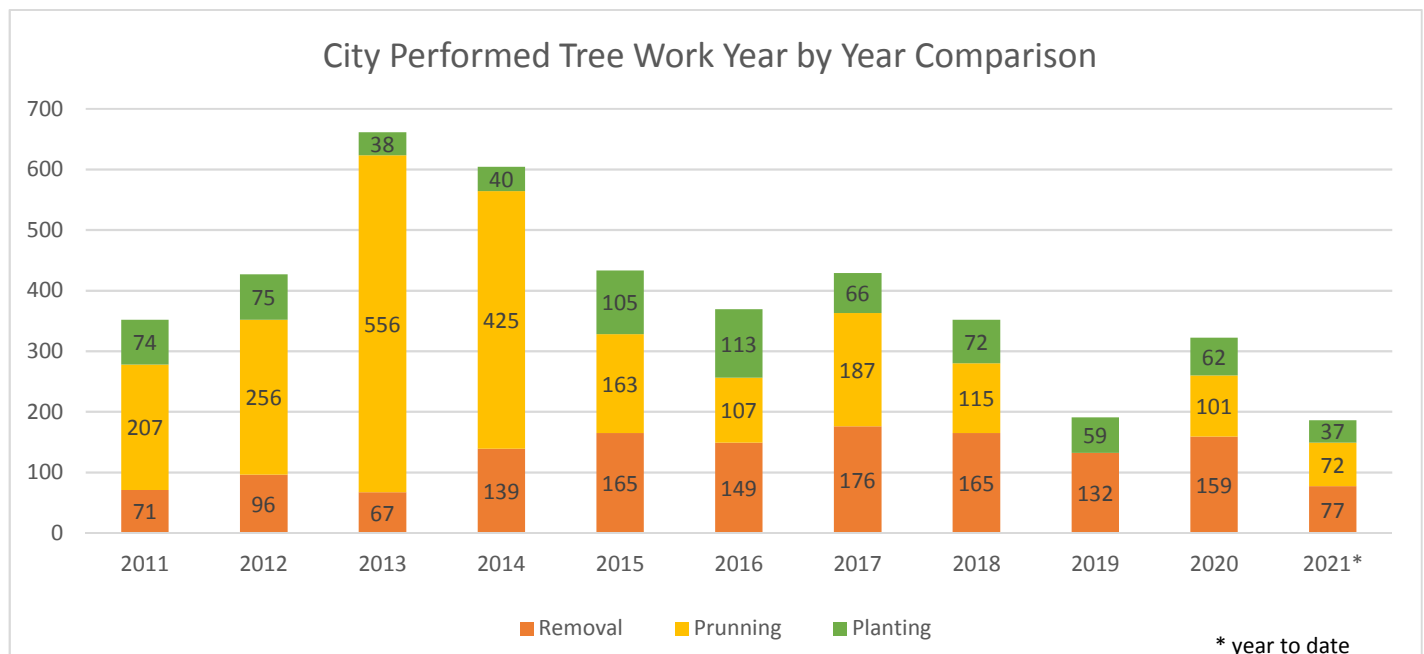
Historic Permitted Removals and Required Planting

	Removal Permits	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%
2018	77	37	60	20	1	18	20.62%
2019	170	107	63	116	53	63	68.24%
2020	98	57	41	93	67	26	94.90%

	Permitted Removals	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %	Applications Processed
2021*	79	38	41	47	26	21	59.49%	129



City Forestry, Parks, and Beach Activities



City Work for July

Work Type	Count
Inspection	69
Plan review	15
Planting	4
Pruning	24
Removal	10
Stop Work Order	2
Stump Removal	2
Tree assessment - Planning	7



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**September 7, 2021
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: July 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for July 2021.

BACKGROUND/SUMMARY:

The check register is produced from the City's financial system. The report groups the checks by the respective department or function. The check register includes the check number, the name of the vendor, a description of the purchase, the check issue date and the amount of the check. Per the California Supreme Court's decision in the case of Los Angeles County Board of Supervisors v. Superior Court (Dec. 29, 2016) (2016 WL 7473802), the check register excludes the specific invoice payments for legal services incurred for pending and active investigations, pending and active litigation, as well as recently concluded matters. The Supreme Court has ruled that these specific invoices are protected under attorney-client privilege and need not be disclosed under the Public Records Act.

On the last page of the report, staff have included the contract balance for the respective vendors that were paid in July.

FISCAL IMPACT:

The check register summary for July 2021 totals \$1,493,128.

Of note is that this value includes payments for the final invoices of FY20-21 and some annual payments for FY21-22, such as insurance premiums, the workers compensation premium, annual subscriptions, and annual membership dues.

PRIOR CITY COUNCIL ACTION:

Council ratified the June 2021 check register at its August 2 special meeting.

ATTACHMENTS:

July 2021 check register

July 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 110 City Council				
47244	Coastal TPA, Inc	Dental and vision reimbursement claims	07/08/2021	136.18
47251	Peninsula Messenger LLC	Mail sorting and delivery	07/08/2021	6,560.00
47259	Coastal TPA, Inc	Dental and vision reimbursement claims	07/09/2021	120.00
47270	Association of Monterey Bay Area Govt	FY 2021-22 Dues assessment	07/09/2021	3,825.00
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	535.00
47283	Transportation Agency for Monterey County	Local Agency Contribution FY 2021-22	07/09/2021	1,293.00
Total for Department: 110 City Council				12,469.18
Department: 111 City Administration				
47241	Amazon Web Services Inc	IT storage	07/08/2021	942.27
47244	Coastal TPA, Inc	Dental and vision reimbursement claims	07/08/2021	268.44
47248	Hinderliter, De Llamas & Associates	Sales/Transaction tax auditing services	07/08/2021	792.20
47256	Sprint	Cell service, usage and purchases	07/08/2021	323.13
47259	Coastal TPA, Inc	Dental and vision reimbursement claims	07/09/2021	153.95
47262	Madden Media	Printing new letterhead/business cards	07/09/2021	4,800.00
47271	CALPELRA	2021 Conf registration/Membership 2021-22	07/09/2021	1,090.00
47274	Digital Deployment	Website support agreement	07/09/2021	700.00
47275	InterVision	1 year Renewal:IT Threat Prevention	07/09/2021	11,688.00
47278	Netkiller, Inc.	G Suite Renewal FY 2021-22	07/09/2021	18,000.00
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	16,804.60
47280	Springbrook Software	FY21/22 finance system software subscription	07/09/2021	17,390.10
47305	Sloan Sakai Yeong & Wong	HR consulting services	07/15/2021	4,117.00
47310	US Bank	IT equip, HR & IT subscriptions, membership dues	07/15/2021	4,164.67
47312	Wageworks,Inc	Healthcare monthly Admin and Compliance fee	07/15/2021	160.00
47326	Alhambra	Water service-City Hall	07/21/2021	80.84
47343	Comcast Business	NonCNGEN internet and recurring charges	07/21/2021	644.82
47356	Ryan Ranch Printers	3000 Business licenses- printing	07/21/2021	309.35
47360	Zoom Imaging Solutions, Inc.	Admin/Finance Copier usage fees FY 2021-22	07/21/2021	482.30
Total for Department: 111 City Administration				82,911.67
Department: 112 City Attorney				
47327	Burke,Williams & Sorensen, LLP	June legal services	07/21/2021	30,806.42
Total for Department: 112 City Attorney				30,806.42

Department: 115 Community Planning & Building

47244	Coastal TPA, Inc	Dental and vision reimbursement claims	07/08/2021	335.00
47260	CSG Consultants, Inc.	Building plan review services	07/09/2021	58,168.80
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	12,079.00
47287	Baystar Express	Paper	07/15/2021	489.44
47290	Carmel Towing & Garage	Fuel for CPB vehicle	07/15/2021	91.29
47294	Evan Kort	Wellness program reimbursement per MOU	07/15/2021	90.50
47310	US Bank	Training registration for Permit Tech, code books	07/15/2021	1,994.01
47344	De Lage Landen Financial	Monthly payment on photocopy machine	07/21/2021	202.11
47346	Granicus, Inc.	Host Compliance, short term retal enforcement	07/21/2021	9,041.55
47348	International Code Council	Membership for Building Official	07/21/2021	247.00

Total for Department: 115 Community Planning & Bu	82,738.70
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Department: 116 Police

47244	Coastal TPA, Inc	Dental and vision reimbursement claims	07/08/2021	349.00
47250	Pacific Gas & Electric	Video cameras citywide	07/08/2021	218.92
47257	Verizon Wireless	Air Cards for PD Vehicles	07/08/2021	258.53
47259	Coastal TPA, Inc	Dental and vision reimbursement claims	07/09/2021	419.60
47261	Lemos Service Inc	PD vehicle repair services	07/09/2021	445.15
47263	Monterey County Sheriff-Coroner	Criminal Justice Info System fee: Q4 FY20-21	07/09/2021	19,672.42
47264	Monterey Power Sports	Motorcycle repairs PD	07/09/2021	558.87
47265	Monterey Tire Service Inc	Tire purchase 2018 Dodge Charger	07/09/2021	717.68
47266	Office Depot, Inc.	Office supplies	07/09/2021	99.64
47269	Altius Medical	Medical/bio-hazard waste disposal	07/09/2021	94.00
47272	County of Monterey, Dept of Emerg Communi	FY 2021-22 NGEN Operations and maintenance	07/09/2021	13,833.00
47277	Monterey Peninsula Regional SRU	Yearly Contribution FY 2021-22	07/09/2021	5,000.00
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	75,216.00
47282	Tracnet Corporation	Annual Maintenance MSP FY2021-22	07/09/2021	18,609.12
47284	Veritone, Inc	FY2021-2022 AI service	07/09/2021	1,500.00
47290	Carmel Towing & Garage	Fuel charges	07/15/2021	2,961.05
47291	Critical Reach, Inc.	2021 APBnet Annual Support Fee	07/15/2021	200.00
47298	Lemos Service Inc	Fuel charges	07/15/2021	44.57
47307	Transunion Risk & Alterna	Investigative searches	07/15/2021	75.00
47309	Uretsky Security	Investigative services	07/15/2021	4,750.00
47310	US Bank	Police Chiefs membership dues	07/15/2021	750.00
47311	US Bank Voyager Fleet	Fuel charges	07/15/2021	137.43
47336	Ronald Pfleger	Wellness program reimbursement per MOU	07/21/2021	150.00
47347	Gregory Johnson	Reimbursement: FTO course travel expense	07/21/2021	341.00
47349	Joe Martis	Reimbursement: FTO course travel expense	07/21/2021	65.00
47350	Layer 1 Networks Inc	Emergency phone installation and set-up	07/21/2021	2,314.96

47351	Legal Notification Services Inc	Subpoena services	07/21/2021	129.97
47359	Uretsky Security	Investigative services	07/21/2021	5,580.54
Total for Department: 116 Police				154,491.45

Department: 117 Fire

47285	Alhambra	Water service	07/15/2021	178.15
47290	Carmel Towing & Garage	Fuel charges	07/15/2021	636.09
47325	Air Exchange, Inc.	Fire Dept equipment service	07/21/2021	225.00
47334	Mission Linen Service	Fire Dept linen service	07/21/2021	137.68
47340	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	07/21/2021	13.30
47352	Mission Linen Service	Fire Dept linen service	07/21/2021	123.65
Total for Department: 117 Fire				1,313.87

Department: 118 Ambulance

47258	American Supply Company	Janitorial supplies	07/09/2021	279.44
47273	De Lage Landen Financial	Ambulance Copier Lease FY 2021-22	07/09/2021	71.01
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	39,765.00
47290	Carmel Towing & Garage	Fuel purchases for Ambulance	07/15/2021	673.35
47293	Emergency Vehicle Group, Inc	Ambulance Vehicle repairs	07/15/2021	375.57
47304	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	07/15/2021	121.50
47330	City Of Monterey	City of Monterey OT Coverage for Ambulance Dept	07/21/2021	14,971.85
Total for Department: 118 Ambulance				56,257.72

Department: 119 Public Works

47242	AR Gutters & Sheet Metal Inc.	Rain garden downspout fabrication	07/08/2021	400.00
47243	Carmel Area Wastewater District	Restaurant Inspection service	07/08/2021	4,288.80
47244	Coastal TPA, Inc	Dental and vision reimbursement claims	07/08/2021	280.41
47246	Ennis-Flint Inc	8 cases thermoplastic	07/08/2021	1,583.80
47247	Ferguson Enterprises, Inc.	Plumbing supplies for public restrooms	07/08/2021	1,031.38
47249	Monterey Sanitary Supply	Masks	07/08/2021	62.84
47252	PSTS, Inc.	Cleaning of oil water separator	07/08/2021	615.00
47253	Scarborough Lumber & Building	Rain garden supplies	07/08/2021	130.58
47254	Sentry Alarm Systems	Burglar alarm monitoring	07/08/2021	195.00
47255	Sherwin-Williams Co.	Paint and supplies	07/08/2021	308.68
47276	IWORQ	Work Management Software FY 2021-22	07/09/2021	3,522.00
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	51,731.00
47285	Alhambra	PW water	07/15/2021	152.38
47286	Applied Marine Sciences	Watershed sampling services	07/15/2021	3,931.50
47289	Caltronics/J.J.R Enterprises. Inc	Copy machine usage fee per contract	07/15/2021	50.62
47292	Dominic Marquez	Wellness program reimbursement per MOU	07/15/2021	46.43

47295	Ferguson Enterprises, Inc.	New water heater, Vista Lobos	07/15/2021	488.20
47296	Interstate Traffic Control Products, Inc	Traffic paint supplies	07/15/2021	141.31
47297	Iverson Tree Service	Tree work citywide	07/15/2021	11,825.00
47301	Overhead Door Co of Salinas	Service to PW doors	07/15/2021	1,366.25
47306	Tope's Tree Service Inc.	Tree work citywide	07/15/2021	37,463.00
47308	Tree Stuff Lockbox No 639707	Supplies	07/15/2021	231.57
47310	US Bank	Intercom speaker for Planning Dept	07/15/2021	80.85
47333	Granite Rock Company	Forest Theater materials	07/21/2021	1,282.95
47337	Sentry Alarm Systems	Replace heat detector in storage at Vista Lobos	07/21/2021	442.75
47338	US Bank	Post hole digger and tamp, bench plaques	07/21/2021	823.55
47342	Cintas Corporation	Uniforms for PW	07/21/2021	115.17
47344	De Lage Landen Financial	Copier lease and usage	07/21/2021	205.39
47345	Golden State Portables	July 4th portables	07/21/2021	1,202.63
47355	Pureserve Building Service	Janitorial Services	07/21/2021	16,166.72
47357	Scarborough Lumber & Building	Supplies	07/21/2021	8.72
47358	Sentry Alarm Systems	Fire alarm monitoring citywide FY2021-22	07/21/2021	8,765.16

Total for Department: 119 Public Works

148,939.64

Department: 120 Library

47259	Coastal TPA, Inc	Dental and vision reimbursement claims	07/09/2021	112.00
47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	11,957.00
47353	Pacific Grove Self Storage	Storage unit for city art	07/21/2021	279.00

Total for Department: 120 Library

12,348.00

Department: 121 Community Activities

47279	Prism Public Risk Innovation	Primary Workers Comp Program FY2021-22	07/09/2021	3,952.00
47338	US Bank	4th of July sign	07/21/2021	42.60

Total for Department: 121 Community Activities

3,994.60

Department: 122 Economic Revitalization

47281	Sunset Cultural Center Inc.	FY 2021-22 Operating Grant, Q1	07/09/2021	189,375.00
47341	Carmel Chamber of Commerce	FY 2021-22 Visitor Center operations support, 50%	07/21/2021	7,500.00

Total for Department: 122 Economic Revitalization

196,875.00

Department: 130 Non-Departmental

47250	Pacific Gas & Electric	Gas & electric service citywide	07/08/2021	35.21
47267	Pacific Gas & Electric	Gas & electric service citywide	07/09/2021	16.92
47268	Alliant Insurance Services	Government Crime Policy: FY2021-2022	07/09/2021	1,216.00
47302	Pacific Gas & Electric	Gas & electric service citywide	07/15/2021	1,149.75

47328	Cal-Am Water Company	Water service citywide	07/21/2021	12,305.96
47335	Pacific Gas & Electric	Gas & electric service citywide	07/21/2021	9,887.53
47339	Alliant Insurance Services	FY 2021-22 Liability Policy premiums	07/21/2021	691.26
47354	Prism Public Risk Innovation	Optional Excess Liability Progrean FY2021-22	07/21/2021	630,932.00
Total for Department: 130 Non-Departmental				656,234.63

Department: 311 Capital Projects

47300	Native Solutions	Restoration services: North Dunes	07/15/2021	4,850.00
Total for Department: 311 Capital Projects				4,850.00

Department: 513 Veh & Equip Replacement

47245	Cosco Fire Protection	Services: Sunset Center fire pump replacement	07/08/2021	48,896.64
Total for Department: 513 Veh & Equip Replacement				48,896.64
Grand Total				1,493,127.52

July Contract Payments:

Vendor	Contract Amt	Paid through July	Contract Balance	
Pen Messenger	\$ 122,000.00	\$ 6,560.00	\$ 115,440.00	
Pureserve	\$ 198,349.00	\$ 188,819.97	\$ 9,529.03	
Tope's Tree Svc	\$ 25,000.00	\$ 37,463.00	\$ (12,463.00)	contract amendment forthcoming
Native Solutions	\$ 34,500.00	\$ 32,050.00	\$ 2,450.00	
Iverson Tree Svc.	\$ 75,000.00	\$ 22,756.25	\$ 52,243.75	



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-044 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2021 annual League of California Cities conference

RECOMMENDATION:

Adopt Resolution 2021-044 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2021 annual League of California Cities conference.

BACKGROUND/SUMMARY:

At its Annual Business Meeting, the League of California Cities membership considers and takes action on items that establish League policy. In order to participate in this process each City must designate a delegate and up to two alternate delegates by Council action to ensure the integrity of the voting process at the Annual Business Meeting.

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment #1 - Resolution 2021-044 LOCC Delegates

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DESIGNATING MAYOR DAVE POTTER AS THE VOTING DELEGATE AND MAYOR PRO TEM BOBBY RICHARDS AS THE ALTERNATE VOTING DELEGATE AT THE 2021 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE

WHEREAS, the League of California Cities allows one vote per member city on matters pertaining to League policy; and

WHEREAS, the City understands the importance of appointing a delegate to speak on behalf of the City Council at the Annual State Conference.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Designate Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2021 annual League of California Cities conference.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-045 authorizing Free Use Days of the Sunset Center Theater and Lobby for the Carmel Public Library Foundation and Carmel Unified School District

RECOMMENDATION:

Adopt Resolution 2021-045 authorizing Free Use Days of the Sunset Center Theater and Lobby for the Carmel Public Library Foundation and Carmel Unified School District.

BACKGROUND/SUMMARY:

The 2017 Agreement between the City and Sunset Cultural Center, Inc. (SCC) provides that the City shall have the right to use the theater and lobby for up to twelve (12) full days each fiscal year without charge, as long as the spaces have not already been committed to rental customers by SCC.

The Carmel Public Library Foundation (CPLF), a non-profit organization, is requesting one of the City's free use days of the theater and lobby. CPLF plans to hold its tenth annual fundraising benefit, on Wednesday, April 13, 2022. Carmel Unified School District is requesting use of the theater and lobby for their annual district wide choral, string and band festivals for Spring 2022

Granting the Carmel Public Library Foundation and the Carmel Unified School District Sunset Center free use days will result in a significant savings in facility use fees.

Proceeds from the evening will benefit CPLF, whose mission is "to fund the Carmel Public Library, to keep the doors open and to maintain the library's preeminence as a steward and cherished cultural institution on the Central Coast of California."

Use of the Sunset Center for the District's annual band festivals "provides an inspiring performance environment for our community's young musicians."

The Carmel Public Library Foundation and Carmel Unified School District have tentatively booked the theater and lobby for the requested dates and will confirm with Sunset Center should Council authorize the free use days.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Council has approved the Sunset Center Free Use days for the Carmel Public Library Foundation for eight years - 2020 being an anomaly during which time the benefit was held virtually due to the COVID-19 pandemic.

ATTACHMENTS:

Attachment #1 - Resolution 2021-045 SCC Free Use Day

Attachment #2 - SCC Free Use Day requests

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-045

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING FREE USE DAYS OF THE SUNSET CENTER THEATER AND LOBBY FOR
THE CARMEL PUBLIC LIBRARY FOUNDATION AND CARMEL UNIFIED SCHOOL
DISTRICT**

WHEREAS, the City's Amended and Restated Lease Agreement with Sunset Center Cultural Center (SCC), adopted by the City Council on June 6, 2017, stipulates that the City shall have the right to use the Sunset Center theater, lobby and dressing rooms for up to twelve (12) full days (designated in the Lease Agreement as "Free Theater Days") each fiscal year without charge.; and

WHEREAS, the Carmel Public Library Foundation is requesting use of the Sunset Cultural Center through the City's Free Theater Days for their 10th annual fundraising benefit; and

WHEREAS, Carmel Unified School District is requesting use of the Sunset Cultural Center through the City's Free Theater Days for three (3) days to conduct the annual districtwide choral, string and band festivals for Spring 2022; and

WHEREAS, granting the Carmel Public Library Foundation and Carmel Unified School District each one of the Sunset Center Free Theater Days will result in significant savings in facility use fees for these organizations.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY
OF CARMEL-BY-THE-SEA DOES HEREBY:**

Authorize the Carmel Public Library Foundation and Carmel Unified School District to each utilize the City's Sunset Center Free Theater Days.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



July 1, 2021

CARMEL PUBLIC
LIBRARY FOUNDATION

Chip Rerig Administrator &
City Council
Carmel-by-the-Sea City Hall
P.O. Box CC
Carmel, CA 93921

Dear Mr. Rerig,

The Carmel Public Library Foundation respectfully requests consideration of our request to be granted one of the City of Carmel's "free use days" at the Sunset Center Theater. We plan to hold our 10th annual fundraising benefit this spring: **Wednesday, April 13, 2022.**

Set in the beautiful Sunset Center Theater, our annual fundraising benefits highlight national renowned authors, historians and scholars. Proceeds from the evening will benefit the Carmel Public Library Foundation whose mission is to fund the Carmel Public Library, to keep the doors open and to maintain the library's preeminence as a steward and cherished cultural institution on the Central Coast of California. Tickets to the program are typically \$65 and include book sale and signing and a wine reception.

Thank you for your consideration of our request. We hope to make this a successful and profitable event furthering our mission to fund the library. Please let me know if you require any additional information or documentation.

Sincerely,

Alexandra Fallon
Executive Director

Cc:

Britt Avrit, City Clerk
Ashlee Wright, Library Director
Marci Meaux, CPLF President
Mary Carrieri, Sunset Center
Phil Pardue, Library Trustee President



BOARD OF EDUCATION

Tess Arthur
Sara Hinds
Seaberry Nachbar
Karl Pallastrini
Anne-Marie Rosen

SUPERINTENDENT

Ted Knight, Ed.D.



DISTRICT OFFICE:

P.O. Box 222700
Carmel CA 93922

4380 Carmel Valley Road
Carmel, CA 93923

TEL: (831) 624-1546

FAX: (831) 624-1726

www.carmelunified.org

August 16, 2021

Chip Rerig
Carmel-by-the-Sea City Administrator
PO Box CC
Carmel-by-the-Sea, CA 93921

Dear Mr. Rerig,

Carmel Unified School District is planning the annual district wide choral, string, and band festivals for Spring 2022. These performances include our elementary, middle and high school musicians together and showcase the developmental progression of our music programming.

In the past the City has provided the District with access to "Free Theater Days". The parents, musicians and administration have greatly appreciated holding these performances in the Sunset Center. Not only does it accommodate the number of attendees, but it truly provides an inspiring performance environment for our community's young musicians. We would like to formally request these three days of usage again this year.

Please feel free to contact me should you have any questions or need additional information.

Sincerely,

E. Ted Knight, Ed.D.
Superintendent



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robert Harary, P.E., Director of Public Works

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-046 designating Carmel Cares as an official City Support Group in accordance with Support Group Policy No. 89-47

RECOMMENDATION:

Adopt Resolution 2021-046 designating Carmel Cares as an official City Support Group in accordance with Support Group Policy No. 89-47.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea benefits from a number of volunteer and non-profit organizations who have stepped up to help us maintain and beautify the City prior to and during the COVID-19 Pandemic, and will continue to do so going forward.

According to their website, *"Carmel Cares is a group of Carmelites dedicated to keeping Carmel-by-the-Sea a beautiful, safe, and inviting place. We help by partnering with the City of Carmel and other non-profits. Our volunteers work on maintenance and improvement projects alongside professionals, we create and sponsor community engagement programs, and we educate the public on issues such as litter reduction and recycling. You can contact us at CarmelCares1@gmail.com or (831) 238-9822 to volunteer or donate. To learn more go to www.CarmelCares.org"*

Carmel Cares has provided a tremendous amount of volunteer effort to revitalize the Scenic Pathway and Devendorf Park, clean up and improve the grounds and landscaping at the Forest Theater, Sunset Center campus, and Vista Lobos Park, and also created unique physical structures around Carmel that add to Carmel's character, including library shrines and magazine kiosks on Ocean Avenue. In addition, they have donated a range of power tools, a multi-purpose utility vehicle, and landscape maintenance equipment to the Public Works Department.

Also, Carmel Cares continues to champion volunteer community engagement groups. "Tree Tenders" is a program which allows residents to adopt seedlings and raise them until they are ready to be planted in Carmel's urban forest. The "Median Minders" allows residents to adopt and maintain nearby median islands and easements throughout the City, and the "Pick up Posse" provides supplemental trash pickup wherever encountered in the public right-of-way. Volunteer participation in all of these groups has been continuously

increasing since the City's partnership with Carmel Cares was established in mid-2020.

Carmel Cares, and its community engagement groups, operate under the guidance of the Public Works Director, City Forester, Public Works Superintendent, Environmental Program Manager, and Facilities Maintenance Supervisor. Staff impacts to Carmel Cares initiatives have been kept to a minimum with limited support of equipment, materials on hand, and field labor as in the City's interest. To keep all volunteer projects properly moving forward, projects and decisions are reviewed at weekly meetings.

Recently, Mr. Byrne stated that Carmel Cares has become a certified, non-profit 501(c)3 organization, and is now requesting to be recognized as an Official Support Group for the City. The City's Official Support Group Policy No. 89-47 is included in Attachment #2.

Because of the highly diverse and unique nature of the Carmel Cares/City Public Works Public-Private Partnership, a supplemental Memorandum of Understanding (MOU) is being developed to clarify specific requirements and responsibilities. As we continue to grow as a team, adjust the partnership, and learn lessons, the MOU will be a valuable guide and submitted to the City Council for approval in the near future.

FISCAL IMPACT:

The City's Donation and Gift Policy No. 2017-02 establishes a formal process for the acceptance and documentation of donations made to the City in a responsible, transparent, and accountable manner. Donations of items valued at \$2,499 or below may be accepted by the City Administrator. Donations of items valued at \$2,500 or more must be accepted by the City Council. This policy is included as Attachment #3.

PRIOR CITY COUNCIL ACTION:

In October 1989 meeting, Council adopted the City's Support Groups Policy No. C89-47 per Resolution 89-121. In July 2017, Council approved the City's Donation and Gift Policy No. 2017-02 per Resolution 2017-079.

The City Council has accepted donations of equipment, tools, vehicle, materials, and labor from Carmel Cares, totaling well over \$100,000, under the following dates and resolutions:

- October 6, 2020, Resolution 2020-067
- January 5, 2021, Resolution 2021-001
- June 1, 2021, Resolution 2021-067

At the December 7, 2020 City Council Special Meeting, Mr. Dale Byrne, Carmel Care's President, gave a presentation regarding the objectives, arrangement, accomplishments, and pursuits of Carmel Cares.

ATTACHMENTS:

Attachment #1 - Resolution 2021-046 Designating Carmel Cares as an official Support Group
Attachment #2 - Support Group Policy C89-47

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-046

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DESIGNATING CARMEL CARES AS AN OFFICIAL CITY SUPPORT GROUP IN
ACCORDANCE WITH SUPPORT GROUP POLICY NO. 89-47**

WHEREAS, in October 1989, the City Council adopted Resolution 89-121, the Support Group Policy, which establishes the relationship between the City and private groups; and

WHEREAS, in May 1990, the City Council adopted Resolution No. 90-47 designating the support groups of the City; and

WHEREAS, according to their website, *“Carmel Cares is a group of Carmelites dedicated to keeping Carmel-by-the-Sea a beautiful, safe, and inviting place;”* and

WHEREAS, Carmel Cares has already performed tremendous volunteer efforts, such as renovating the Scenic Pathway, Devendorf Park, Vista Lobos Park, and other grounds, donating tools and equipment, and championing community engagement groups including the “Tree Tenders,” “Median Minders,” and “Pick-Up Posse” programs; and

WHEREAS, Carmel Cares has become a certified, non-profit 501(c)3 organization; and has requested to be designated as an official Support Group of the City.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

1. Require Carmel Cares to provide all documentation pursuant to Policy No. 89-47.
2. Designate the following groups as Support Groups pursuant to Policy No. 89-47:
 - a. Friends of Harrison Memorial Library
 - b. Carmel Public Library Foundation
 - c. Friends of Carmel Forest
 - d. Friends of Sunset Foundation
 - e. Lester Rowntree Native Plant Garden Committee
 - f. Friends of Mission Trail Nature Preserve
 - g. Carmel Cares (upon compliance with #1)
3. Authorize the City Administrator to submit the updated list of support groups to the insurance carrier.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 7th day of September, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

**CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE****Subject:** Support Groups Policy**Policy/Procedure No:** C89-47**Effective Date:** 3 October 1989**Authority:** Resolution No. 89-121**Purpose:**

To establish a formal procedure for relationships between the City and its support groups.

Policy/Procedure:

As fully set forth in the policy document, attached.

Responsible Party:

City Administrator/City Council

Department of Origin:

Administration/City Council

Revision Dates:

6 March 1990 (Resolution No. 90-26)

4 August 1992 (Resolution No. 92-70)

3 April 2007 (Resolution No. 2007-19)

2 October 2012 (Resolution No. 2012-70)

Rescinded Date:

Support Groups Policy September 21, 1989

General:

The City Council recognizes that individuals of the community will join together from time to time in support groups to assist the municipal organization (City) or one of its departments for a variety of reasons. The City Council also recognizes the value of the assistance so provided by support groups and encourages the formation of such groups where appropriate and/or a need exists. So that both the City and its entities and the support groups have a clear understanding of the nature and extent of the relationship, the following guidelines have been developed and adopted by the City Council.

Definition:

Support groups are associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance – monetary, social, cultural or otherwise – but not political – to the City or one of its departments.

Nature of Relationship:

The City recognizes the importance of support groups to the financial, social, cultural and environmental fabric of our community as well as the need for private support groups to be independent and freed of the restrictions which are applicable to public entities. It is also recognized by the City that a relationship will exist between support groups and the City. It is the intent of the City to keep the relationship with all support groups to a minimum, recognizing that support groups are private in existence, a status which requires neither the specific public noticing, reporting and liability responsibilities of, nor financial assistance from, the City.

While members of support groups have the freedom of association guaranteed by the Constitution, the support group is recognized by the City as a private body.

City Involvement with Support Groups/Personnel:

City personnel, whether elected, employed or appointed, shall not serve on the board of directors (either as a member or in an ex officio capacity) of a support group. Employees of support groups are not City employees and support groups and their officers shall refrain from representing themselves as agents or officers of the City. City staff will be assigned by the City Administrator to serve in a liaison capacity and to provide technical assistance to support groups if requested.

Use of City Facilities*:

Support groups are entitled to free use of City facilities for meetings, either general membership, board, executive committee, or special committee as long as:

- a) The date and time are convenient to the operation and maintenance of the facility in which the meet is desired;
- b) The meeting room is not needed for a City board, committee or commission meeting;
- c) The meeting is to occur during regular hours of operation or does not require the scheduling of staff beyond regular schedules if held at a time other than regular hours;
- d) The desired room is available;
- e) The City will not incur a substantial cost for providing the room; and

- f) The use of the City facilities by the support group is in furtherance of the interests of the City.

The City shall draw up an agreement with each support group which shall outline the terms and conditions for the free use of meeting rooms and of storage space. Support groups may also store assets and belongings in a public facility subject to a valid Hold Harmless Agreement and certificate of insurance being on file with the City Clerk's office and naming the City as an additional insured party, and provided that the space is not required for municipal properties.

City facilities, with the exception of library facilities, may not be used to provide free space or equipment for the business office of the support group. The use of Library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events held at these facilities at which alcoholic beverages are offered. Limitations on such use are described in this Policy in the paragraph titled "Insurance".*

Use of City Equipment*:

No support group, its officers or members, shall utilize any equipment belonging to the City and/or any of its departments except audio/visual equipment and room furnishings which are normally provided upon request with the use of a room. City equipment is defined but is not limited to telephones, desks, copy machines, computers and computer terminals, mail and stamping devices, facsimile machines, typewriters and adding machines. The City Administrator may grant use of City equipment in special circumstances. The use of library equipment shall be determined by the Harrison Memorial Library Board of Trustees.*

Membership Rolls:

Membership rolls of support groups and the City can be exchanged if an agreement is reached between the parties and is consistent with both State and Federal laws.

Postage:

Each support group shall secure and maintain its own Post Office box or mailing address. The City's or a City department's Post Office box or bulk mailing permit is to be used for official City business only. Each support group shall incur all expenses associated with the mailing of its literature, minutes, agendas and fund-raising requests.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

Political Activities:

No support group, organized for the purpose of assisting the City or one of its departments shall partake, either officially or unofficially, in any political activity involving the City of Carmel-by-the-Sea, its officers, employees, or facilities. Political activity includes, but is not limited to:

- Mayoral and City Council elections
- Local ballot issues
- Involvement in administrative or personnel matters

Support Groups are encouraged to use proper and accepted internal City communication channels and the public appearances section of City Council meetings.

Insurance:

The City will provide general liability insurance coverage for support groups including the cost of the insurance deductible as long as the support groups are meeting or holding events in public buildings or at public facilities. If a support group meets away from a public building or public facility and/or outside the City limits, then it shall be the option of the support group as to whether it desires to secure insurance protection. The City will not provide insurance protection for activities and events held outside of the City limits or away from public buildings and/or public facilities and will not provide coverage at any activity where alcoholic beverages are being served unless such activity is officially sanctioned and cosponsored via a Resolution of the City Council.

Should support groups desire to serve alcoholic beverages at an event, either in a public building or at a public facility, the support group will be required to secure its own insurance coverage, unless the City Council adopts a Resolution of co-sponsorship.

Co-Sponsorship:

A Resolution of the City Council of the City of Carmel-by-the-Sea is required in order for the City to co-sponsor with any support group any event, performance, activity or function, whether one-time, cumulative or ongoing.

Fund-Raising Events within Public Facilities:

The City recognizes that support groups from time to time will request the utilization of public facilities for fund-raising activities. Such requests for the use of public facilities shall be forwarded to the City Council for its review at least thirty (30) days prior to the scheduled event. The City will give preferential consideration to support groups over other groups for fund-raising activities within public facilities.

Requests for the use of Library facilities shall be forwarded to the Harrison Memorial Library Board of Trustees for its review at least thirty days (30) prior to the scheduled event.* However, any event approved by the Library Board of Trustees at which alcoholic beverages are to be offered must also have prior approval of the City Council as set forth in this Policy in the paragraph titled "Insurance".

Support Groups are cautioned that obtaining such approval by both bodies could take seven weeks or more, depending on the scheduling of their respective meetings.

Bylaws:

Each support group shall provide a copy of its current bylaws to the City Clerk.

Annual Audit:

The City requires a copy of the annual audit, review or internal financial report of each support group.

Responsibility for Implementation of Policy:

The City Administrator is delegated as the City official responsible for the implementation of this policy.

Periodic Review:

The City Council will, from time to time, review the intent and content of this policy and make any necessary amendments which it deems necessary to protect the interests of the City and the support groups. All support groups will be notified whenever a review is determined to be needed.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION 2012-70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DESIGNATING THE FRIENDS OF
MISSION TRAIL NATURE PRESERVE (FOMTNP) AS AN OFFICIAL CITY SUPPORT GROUP**

WHEREAS, on 3 October 1989, the City Council adopted Resolution 89-121, the Support Groups Policy which establishes the relationship between the City and private groups; and

WHEREAS, on 1 May 1990, the City Council adopted Resolution No. 90-47 designating the support groups of the City.

WHEREAS, a group of volunteers known as the Friends of Mission Trail Nature Preserve (FOMTNP) who have been working in Mission Trail Nature Preserve has requested designation as an official support group of the City pursuant to City Council Policy 89-47.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES:

1. Require the FOMTNP to provide all documentation required per Policy 89-47.
2. Designate the following groups as Support Groups pursuant to City Council Policy 89-47:
 - a. Friends of Harrison Memorial Library
 - b. Carmel Public Library Foundation
 - c. Friends of Carmel Forest
 - d. Friends of Sunset Foundation
 - e. Lester Rowntree Native Plant Garden Committee
 - f. Friends of Mission Trail Nature Preserve (after compliance with #1)
3. Authorize the City Administrator to submit the revised list of support groups to the insurance carrier.

PASSED AND ADOPTED BY THE CITY OF COUNCIL OF THE CITY OF CARMEL-BY-THE SEA this 2nd day of October 2012, by the following roll call vote:

AYES:	COUNCIL MEMBERS:	BEACH; HILLYARD; TALMAGE; THEIS & BURNETT
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

ATTEST: SIGNED,

Heidi Burch, City Clerk

JASON BURNETT, MAYOR



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-047 authorizing the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services along Scenic Road, in County jurisdiction extending to Carmelo & 17th Avenue

RECOMMENDATION:

Adopt Resolution 2021-047 authorizing the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services along Scenic Road, in County jurisdiction extending to Carmelo & 17th Avenue.

BACKGROUND/SUMMARY:

On April 27, 2021, the County of Monterey Board of Supervisors adopted an urgency ordinance regulating parking on Scenic Road south of the City of Carmel-by-the-Sea limits to Carmelo Street at 17th Avenue. (codified in Chapter 12.28 of the Monterey County Code). County Counsel adopted a fine of \$250 for violations of the No Parking regulation, and also provides the authority to tow any vehicles violating this parking violation.

Since the adoption of the urgency ordinance the County has completed installation of signage to advise and warn of the parking restrictions on the portion of Scenic Road described above, and the County shall be responsible for ongoing maintenance of such signs and posts.

Enforcement in the County urgency ordinance identifies the City of Carmel-by-the-Sea as the primary enforcement agency through an agreement between the City and County.

The County has created an agreement for the City of Carmel-by-the-Sea to provide parking enforcement for the County by patrolling and issuing citations for motorists violating parking regulations on the portion of Scenic Road south of the City of Carmel-by-the-Sea limits to Carmelo Street at 17th Avenue as time permits.

The agreement states:

- Parking Citation Services shall be provided by the City on an "as time permits" basis.

- All citations written will be done so on City parking citation forms and the City shall process citations, including any appeals or issued citations.
- The City shall retain all revenues generated by each citation issued by the City pursuant to the agreement.

The agreement if approved, would become effective on the date both parties sign and shall be in effect for five years from the last signature date. The agreement can be terminated prior to five years if either party provides 60-days written notice.

The parking enforcement agreement was reviewed by the City Attorney.

FISCAL IMPACT:

This agreement requires staff time in order to respond as needed. However; the agreement stipulates that parking services will be done on an "as time permits" basis. The City would retain all revenue generated from the issuance of parking citations and vehicle tows.

PRIOR CITY COUNCIL ACTION:

No prior action.

ATTACHMENTS:

Attachment #1 - Resolution 2021-047 Agreement with Monterey County regarding enforcement of Scenic Road parking

Attachment #2 - Agreement for Parking Enforcement Services

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MONTEREY COUNTY TO PROVIDE PARKING ENFORCEMENT SERVICES ALONG SCENIC ROAD, IN COUNTY JURISDICTION EXTENDING TO CARMELO & 17TH AVENUE.

WHEREAS, Parking problems have been identified by the County on the portion of Scenic Road beyond the City's boundaries, known as Carmel point; and

WHEREAS, the County has passed an urgency ordinance to increase fines for parking violations to \$250; and

WHEREAS, the County has installed signage along Scenic Road indicating areas of No Parking with associated fines; and

WHEREAS, the County has written an agreement to have the City of Carmel-by-the-Sea Police Department provide parking enforcement coverage on the identified portion of Scenic Road; and

WHEREAS, the City shall respond as time permits to calls for service; and

WHEREAS, the City shall retain all fines and fees collected for enforcement of the identified area; and

WHEREAS, the agreement will be in effect for five years of signature with the ability of either party to terminate if given sixty days' written notice.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services on Scenic Road beyond the City boundaries.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 7th day of September, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

ATTACHMENT/EXHIBIT A

1. Agreement for Parking Enforcement Services with Monterey County

**AGREEMENT FOR PARKING
ENFORCEMENT
ON PORTION OF SCENIC ROAD
between
THE COUNTY OF MONTEREY
and
THE CITY OF CARMEL-BY-THE-SEA**

This agreement is made and entered into this 7th day of September, 2021, by and between the City of Carmel-by-the-Sea, a California Municipal Corporation (hereinafter referred to as “City”) and the County of Monterey, a Political Subdivision of the State of California (hereinafter referred to as “County”).

WHEREAS, County desires to have the City Police Department provide parking enforcement coverage on a portion of Scenic Road adjacent to the City but within the jurisdiction of the County; NOW, THEREFORE,

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. City Responsibilities:

- A. City’s Police Department or other parking enforcement patrol (collectively “City Police Department”), shall patrol and issue citations for motorists violating no parking regulations on the portion of Scenic Road, starting at 26157 Scenic Road and then generally south to Carmelo Avenue, and Carmelo Avenue from Scenic Road to 17th Avenue, as depicted in Exhibit A (“Parking Citation Service”).
- B. Parking Citation Service of the above-described portion of Scenic Road shall be provided by the City on an “as time permits” basis. If, due to resource or similar limitations, the City is unable to respond to requests for Parking Citation Service received via County dispatch, the Parking Citation Service request should then be routed according to the protocol established between the City and County dispatch for the call order described below.

- C. The call order for Parking Citation Service on the above-described portion of Scenic Road shall be: 1) City Police Department; 2) California Highway Patrol; and 3) Monterey County Sheriff.
- D. All parking citations shall be written on City parking citation forms, and the City shall process citations, including any appeals of issued citations.

2. County Responsibilities:

- A. On April 27, 2021, the County of Monterey Board of Supervisors adopted an urgency ordinance regulating parking on the above-described portion of Scenic Road (codified in Chapter 12.28 of the Monterey County Code). Specifically, the urgency ordinance prohibits parking on both sides of Scenic Road, starting at 26157 Scenic Road and then generally south to Carmelo Avenue, establishes a fine of \$250 for violation of this parking regulation, and also provides the authority to tow any vehicles violating this parking regulation. Parking on both sides of Carmelo Avenue also was already prohibited, but no increased fine or tow-away was established for any portion of Carmelo Avenue.
- B. County has completed installation of signage to advise and warn of the parking restriction on the portion of Scenic Road described above, and County shall be responsible for ongoing maintenance of such signs and posts.

3. Compensation: The City shall be compensated for its Parking Citation Service by retaining all revenues generated by each citation issued by the City Police Department pursuant to this Agreement, except the State tax portion that the City currently remits to the County Treasurer-Tax Collector.

4. Effective Date and Term: This term of this Agreement shall begin on the date last signed by one of the parties and shall terminate on the date that is five (5) years thereafter. Either party may terminate this Agreement for any reason or no reason upon sixty (60) calendar days written notice to the other party.

5. Notices: All notices required or provided for under this Agreement shall be in writing and delivered in person, sent by electronic mail, or sent by certified mail, postage prepaid and presumed delivered upon actual receipt by personal delivery, within five (5) days of delivery by electronic mail, or within ten (10) calendar days following deposit thereof in United States Mail.

Notices required to be given to City shall be addressed as follows:

City Clerk
City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2000
cityclerk@ci.carmel.ca.us

Notices required to be given to the County shall be addressed as follows:

Randy Ishii, Director
Public Works, Facilities and Parks
1441 Schilling Place, Second Floor
Salinas, CA 93901
(831) 784-5647
IshiiR@co.monterey.ca.us

6. Indemnification: The City shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the intentional or negligent acts, errors, or omissions of the City, its officers, employees or agents in the performance of this Agreement. The County shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the intentional or negligent acts, errors, or omissions of the County, its officers, employees or agents in the performance of this Agreement.

7. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

COUNTY OF MONTEREY

CITY OF CARMEL-BY-THE-SEA

By _____
Charles J. McKee
County Administrative Officer

By _____
Chip Rerig
City Administrator

DATED: September ___, 2021

DATED: September ___, 2021

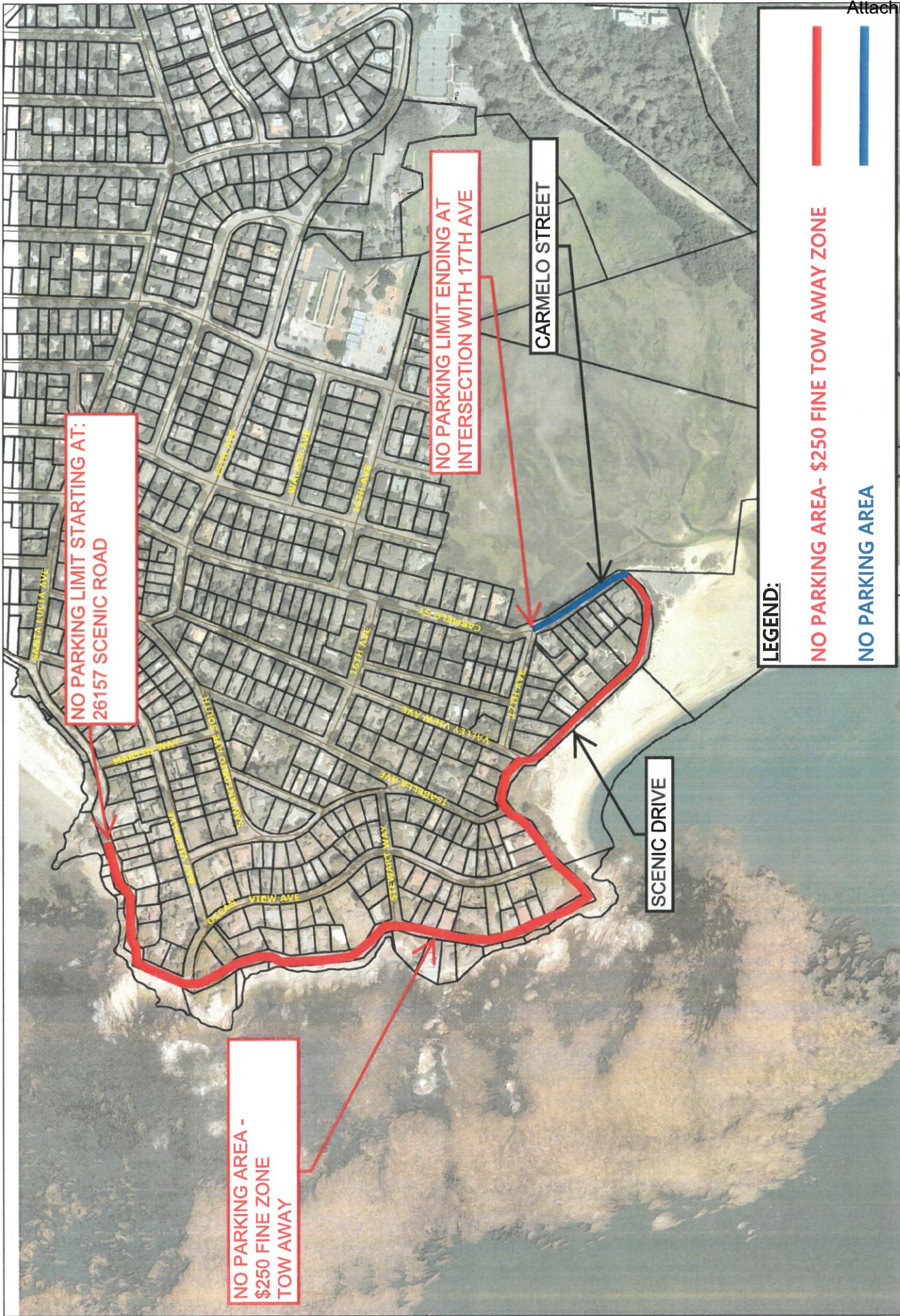
APPROVED AS TO FORM

APPROVED AS TO FORM

Leslie J. Girard
County Counsel

Brian Pierik
City Attorney

EXHIBIT A



SCENIC DRIVE NO PARKING - \$250 FINE
ZONE TOW AWAY





CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Agnes Martelet, Manager, Environmental Compliance

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-048 establishing the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001

RECOMMENDATION:

Adopt Resolution 2021-048 establishing the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001.

BACKGROUND/SUMMARY:

In order to protect the health of our residents and the environment, the City has long operated under an unwritten policy that we do not use pesticides in City operations. However, there have been instances where appropriate and careful use of pesticides has been warranted and necessary because alternative methods of pest control were not feasible. Examples of pesticide uses that have been necessary in specific situations include:

- Removal of wasp nests that endanger public use areas
- Treatment of invasive tree stumps at Mission Trail Nature Preserve where the site is inaccessible for stump grinding
- Treatment of invasive ice plant at the North Dunes to aid in the removal of this aggressive invasive species and restoration of native dune habitat

The purpose of an Integrated Pest Management (IPM) policy is to provide a scientific, systematic, and environmentally responsible approach to identifying the best pest control method before using any pesticide, and in those rare cases where alternative approaches are not feasible, to use the least toxic pesticide option available. The IPM policy also supports a more transparent government, where decision-making regarding pest management is readily available, transparent, and the amount of pesticide used annually, if any, is tracked.

The IPM policy will also ensure that the City complies with its National Pollutant Discharge Elimination System (NPDES) stormwater permit with the State Water Resource Control Board. The permit requires implementation of best practices that reduce the discharge of pesticides, herbicides and fertilizers by utilizing non-chemical solutions, ensuring any pesticide applications are conducted in such a way that

overspray and leaching are minimized, and by recording the types and amounts of pesticides used within a permitted area.

The Environmental Compliance Manager will be charged with coordination of the program, tracking pesticide usage, and ensuring compliance with the NPDES permit. The City Forester will manage decision-making related to pest management activities, including developing standard IPM operating procedures, compliance with the City's IPM guidelines, and staff training.

At their February 11, 2021 meeting, the Forest and Beach Commission received a presentation on the proposed IPM policy. There were no public comments. The Commission unanimously supported the policy and recommended forwarding it to City Council for adoption. The proposed IPM policy is included as Attachment 2.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment #1 - Resolution 2021-048 Integrated Pest Management Policy

Attachment #2 - City of Carmel-by-the-Sea Integrated Pest Management Policy

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-048

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ESTABLISHING THE CITY OF CARMEL-BY-THE-SEA INTEGRATED PEST MANAGEMENT
POLICY, POLICY NUMBER 2021-001**

WHEREAS, the purpose of an Integrated Pest Management Policy is to provide a scientific, systematic, and environmentally-responsible approach to identifying the best pest control method before using any pesticide; and

WHEREAS, an Integrated Pest Management Policy supports a more transparent government, where decision-making regarding pest management is readily available, transparent, and the amount of pesticide used annually, if any, is tracked; and

WHEREAS, an Integrated Pest Management Policy also ensures that the City complies with its National Pollutant Discharge Elimination System stormwater permit with the State Water Resource Control Board; and

WHEREAS, at their February 11, 2021 meeting, the Forest and Beach Commission unanimously supported the Integrated Pest Management Policy and recommended forwarding it to the City Council for adoption.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Establish the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

Policy Number 2021-001

**CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE**

Subject: Integrated Pest Management Policy and Guidelines	Policy/Procedure No: 2021-001
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Effective Date:	Authority:
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Purpose: The City of Carmel-by-the-Sea is establishing this policy to ensure that pesticides are only used as a last resort when other means of pest control are infeasible; and to ensure that, if a pesticide must be used, that public health and the environment are protected.

Policy goals include:

1. Create awareness among City staff and citizens of integrated pest management techniques and environmental stewardship.
2. Ensure effective pest management on City property while minimizing health risks to the public and City staff, and risks to the environment that could result from pest management activities.
3. Promote transparency about the City's pest management actions.

Policy/Procedure:

The City Forester, in collaboration with the Environmental Compliance Manager, will develop and periodically review the City's IPM Program, which will apply to all City pest and weed management activities. The Program will include the following:

1. Appointment of a single person as the **IPM Program Coordinator** within the City for citywide IPM implementation and program evaluation.
2. Adherence to **IPM decision-making steps** for managing pests on City-owned properties and facilities.
3. Participation in countywide and **regional efforts** to further relevant policies and activities.
4. Maintenance of accurate **records** on IPM implementation and pesticide use.
5. **Staff training.**
6. Development of **Standard IPM Operating Procedures** for key pests.
7. Inclusion of City IPM policies and guidelines in **City contracts** for pest management.
8. Maintenance of a **list of resources** that can be accessed by staff.
9. Obtaining prior approval of any **change to the implementation program** by the Director of Public Works and Environmental Compliance Manager.

IPM Program Coordinator

The City Forester is the City's IPM Program Coordinator and works in collaboration with the Environmental Compliance Manager to implement the IPM Program. The IPM Program coordinator has the following responsibilities:

1. Coordinating efforts to adopt IPM techniques for the City.
2. Communicating with appropriate staff and providing information on the goals and guidelines of the program.
3. Providing training to Public Works and other City staff in the requirements of this IPM policy, as well as preparing individuals who handle pesticides and herbicides in obtaining and maintaining a Qualified Applicator Certification.
4. Tracking all pesticide use and ensuring that the information is available to the public.
5. Coordinating with other public agencies that are practicing IPM programs.
6. **Filing monthly pesticide use reports with the County and renewing bi-annual pesticide permit.**
7. Serving as public information officer in coordination with the Environmental Compliance Manager on IPM and pesticide related issues.
8. Keeping current on Federal (EPA), State Department of Pesticide Regulation (DPR), County Environmental Health and local regulations, and provide updates to department personnel.

IPM Decision-Making Steps

- A. Based on field observations, evaluate locations and sites where pest problems commonly occur to properly **identify the pest, determine pest population size and location, and identify any natural enemy populations.**
- B. **Identify conditions that contribute to the development of pest populations**, as well as measures that could be employed to prevent and manage pest populations. Prevention measures may include:
 - Design, construction, and maintenance of landscapes and buildings to reduce and eliminate pest habitats.
 - Modification of management practices including watering, fertilizing, mulching, waste management, and food storage to discourage the development of a pest population or to increase the resilience of a landscape or plant.
 - Modification of pest ecosystems to reduce food, water sources, harborage, and access to buildings.
 - Education of staff and the public about the connection between pests and the

availability of food, harborage, and access, and the role humans can play in preventing and reducing pest problems.

- C. **Determine treatment thresholds** based on the level of biological, aesthetic, or economic damage that is tolerable.
- D. When a pest population reaches its treatment threshold, **choose treatment strategies that are appropriate for the site and the pest.**

1	Evaluate non-pesticide management strategies first
2	Prioritize the use of physical controls such as sanitation, mowing weeds, using traps, and installing barriers
3	Create landscapes that encourage naturally occurring insect parasites and predators to help manage pest insects
4	When pesticides are necessary, select reduced-risk pesticides and use the minimum amounts needed to be effective
5	Apply pesticide at the most effective time based on pest biology, monitoring, weather, season, and local site conditions
6	Whenever feasible, use pesticide application methods, such as spot treatments and containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff, and minimize impacts on non-target organisms

- E. **Evaluate the results of the treatment** to improve pest management.

Tracking Pesticide Use

The IPM Program Coordinator will work with the Environmental Compliance Manager to maintain accurate records of pesticide use that are accessible upon request. At the end of each month, each Division Manager will complete a Monthly Chemical Use Report form and return it to the IPM Coordinator or designee by the last day of the month in which the pesticide was used. The City's IPM Coordinator must utilize the information provided to complete a **Monthly Summary Pesticide Use Report** on the State's [CalAgPermits](https://www.cdpr.ca.gov/Programs/OPA/Pages/P08001.aspx) website by the tenth of each month. The Monthly Summary Pesticide Use Report is only submitted during months when pesticides have been applied outdoors by City Staff.

The IPM Program Coordinator is also responsible for maintaining accurate records of pesticide use by City contractors on City property. City contractors utilizing any pesticides on City property will be responsible for submitting Monthly Summary Pesticide Use Reports to the State, and to provide a Chemical Use Report to the IPM Program Coordinator.

Monthly Chemical Use Report Form

Date	EPA/Calif. Reg. No. from Label	Product Name	Active Ingredient Chemical Name	No. of Applications	Total amount used / Units	Target Pest	Area Treated	Contractor

Staff Training

Pesticides and herbicides shall be applied by a certified **qualified applicator** that has been trained in application methods. Applicators should be versed in techniques, safety precautions, pest biology, proper use of personal protective equipment, proper storage, handling, environmental concerns, employee rights regarding pesticide, and California Department of Pesticide Regulation and Monterey County guidelines.

Training must be performed by a qualified person and cover the following for each pesticide handled:

1. Information on the pesticide label concerning human health effects.
2. Hazards of the pesticide, including acute and long-term effects.
3. Pesticide poisoning symptoms and routes pesticides and herbicides can enter the body.
4. Emergency first aid and how to get emergency medical care.
5. Routine and emergency decontamination procedures.
6. Need for, limitations, use, and cleaning of personal protective equipment (PPE).
7. Prevention, recognition and first aid for heat-related illnesses.
8. Safe procedures for handling pesticides and herbicides, including engineering controls.
9. Environmental concerns, such as drift and runoff and stormwater quality impacts.
10. Warnings against taking pesticides and herbicides home.
11. Regulatory requirements, including Material Safety Data Sheets (MSDS) and Pesticide Safety Information Series (PSIS).
12. Purpose and requirements of medical supervision, when applicable.
13. Location of hazard communication information.
14. Employee rights.

Person(s) applying pesticides and herbicides that are not licensed must have pesticide safety training before the use of any pesticide, regardless of toxicity. Training must be updated annually. A record must be made of each employee applying pesticides and herbicides, and evidence of training certified

by the trainer/supervisor. Copies of the record form will be kept by the employee and the City, and be available to local and State officials.

Standard IPM Operating Procedures

Standard IPM Operating Procedures shall be established for priority pests and weeds of concern. Additionally, the following general conditions shall be followed:

Pesticides and herbicides will be used only in authorized situations where other alternative methods have proven not to be effective or feasible (e.g., cannot be sustained due to budgetary or other constraints). When pesticide application is necessary, the following practices shall be followed:

General Application Best Practices:

1. No Category 1 pesticides and herbicides shall be used within the city limits except with the specific pre-authorization of the City's Public Works Director to protect the health or safety of the public. Category 1 pesticides are those that are classified as highly toxic on the basis of either oral, dermal, or inhalation toxicity. These pesticides have the signal words "Danger" and "Poison" printed in red with a skull and crossbones symbol prominently displayed on the package label.
2. Prior approval of the IPM Coordinator is required for all applications.
3. Applications shall be performed by a certified qualified applicator to avoid any hazard to any person or animal in the area or adjacent areas and to avoid any property damage.
4. Application(s) shall be made at the time of the treatment of weeds' most susceptible stage.
5. Care shall be observed not to damage non-targeted vegetation, especially when applying a non-selective herbicide.
6. Spraying shall be confined to target species and drift must be avoided.

Specific Application Best Practices:

No pesticides and herbicides are to be applied within 50 yards of any designated playground unless conditions call for control of a hazardous or noxious pest or weeds. In this case, the area must be closed until re-entry is deemed safe.

Pesticides and herbicides shall not be sprayed when weather conditions are:

- More than 5 miles per hour winds
- Damp or foggy
- Rainy
- Extremely cold or hot

The City will provide personal protective clothing and equipment to City personnel engaged in the

application of pesticides and herbicides on City property as stated on the manufacturer's label. Contractors are required to provide their own PPE.

Any person applying a pesticide on City property must have in their possession the following documents:

- Pesticide label
- Pesticide MSDS, (Material Safety Data Sheet)
- Medical Emergency Contact Information

Storage and Disposal

All pesticide storage locations must be posted with visible warning notices legible from a distance of 25 feet from any direction in English and Spanish. Any pesticide containers holding 1 gallon of concentrate or more, and any container above 3-gallons containing diluted pesticides or herbicides must be transported outside of the vehicle cab in a manner that will prevent spillage onto the vehicle or off the vehicle.

Empty pesticide containers, other than bags, must be rinsed and drained into the spraying equipment on site by the user, at the time of use, using the triple rinse method. Rinse solution should be applied to the treated areas.

All pesticide containers must be labeled with the following information:

- Name of pesticide
- Category of pesticide
- EPA registration number
- Active ingredient
- Precautionary statements
- First aid and personal protective equipment instructions

Small spills of pesticides and herbicides should be cleaned up immediately with absorbent material such as cat litter. For major toxic pesticide spills, contact the Fire Department and request Emergency Response Personnel. Note what pesticide it is, category, and if it is threatening to enter the storm drain system.

City Contracts

The IPM Program Coordinator will review contract provisions or addenda to purchase orders issued by all City departments that contract for pest management services and monitor contract work to ensure City IPM policies and guidelines are adhered to by all contractors performing pest

management work on City maintained properties and facilities.

Public Outreach and Resources

Public outreach efforts will include the distribution of information, as appropriate, such as Our Water Our World and Ecowise IPM Certification, or equivalent programs. The IPM Coordinator will coordinate and keep records of the following:

1. The City's, countywide, and regional advertising campaigns that focus on reducing the impact of urban pesticide use.
2. The City's outreach to pest control operators and landscapers, or contribution to regional efforts to promote IPM to pest control operators and landscapers.
3. Placement of messages focused on reducing the impact of urban pesticide use in the City's Friday Letter.
4. Distribution of IPM information and resources at public outreach events and on the website.
5. IPM Program updates in the Forester's Report to the City Council and Forest and Beach Commission.

Environmentally Sensitive Habitat Areas

In accordance with the City's municipal code, any weed removal activities conducted within an Environmentally Sensitive Habitat Area (ESHA) shall be done as specified in a Biological Resources Report and authorized through a coastal development permit. In no case shall the use of fertilizer, herbicide, or other chemical be allowed within 100 feet of a riparian habitat.

Stormwater NPDES Annual Report

By October 1st of each year, the IPM Program Coordinator will work with the Environmental Compliance Manager to prepare a summary of the previous Fiscal Year's IPM Program activities for the portion of the City's NPDES Stormwater Annual Report related to Pesticides Toxicity Control.

Responsible Party: City Forester and Environmental Compliance Manager

Department of Origin: Public Works

Revision Dates:

Rescinded Date:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Joel Staker, Information Network Services Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-049 authorizing the City Administrator to execute a professional services agreement with IT Management Corporation for IT Reconfiguration Services as part of the Police Dispatch Renovation Project in an amount not to exceed \$41,360 and approving a budget amendment of \$50,000 to the Fiscal Year 2021-2022 Adopted Budget

RECOMMENDATION:

Adopt Resolution 2021-049 authorizing the City Administrator to execute a professional services agreement with IT Management Corporation for IT Reconfiguration Services as part of the Police Dispatch Renovation Project in an amount not to exceed \$41,360 and approving a budget amendment of \$50,000 to the Fiscal Year 2021-2022 Adopted Budget.

BACKGROUND/SUMMARY:

The purpose of this agenda item is to authorize the execution of an agreement with IT Management Corporation as part of the Police Dispatch Renovation Project. The agreement authorizes engineering and professional services needed to reconfigure the network, telephone and emergency services communication equipment located at the Police Department. In particular, the scope of work involves moving, updating by either adding new or replacing existing equipment, organizing cabling and rack systems and relocating IT-related equipment. The network, telephone, and communications aspects of the Project should be completed prior to the reconfiguration of the Police Dispatch Room. Thus, once complete, the Dispatch Room will remain in its existing configuration until physical room modifications are completed by another, subsequent contractor, and the pre-purchased dispatch furniture is moved inside.

The network reconfiguration work was included in the completed design of the Police Building Renovation Project along with the reconfiguration of the Dispatch Room. However, as the Dispatch Room is a stand-alone project at this time, it is prudent to contract out this specialized networking work to a specialty consultant at this time, and subsequently retain a building contractor to modify the physical space.

Established in 2009, IT Management Corporation specializes in providing voice and data network consulting services, particularly to education and government institutions. The firm is familiar with the City's communication equipment and needs, especially as it pertains to the Police Department, based on its past

work with the City on its phone conversion project in 2018. In addition, IT Management Corporation is a recognized vendor and participates in several cooperative purchasing agreements issued by the federal and State government.

FISCAL IMPACT:

On April 6, 2021, Council approved funding of \$50,000 for the Police Dispatch Renovation project. The proposed budget amendment authorizes Finance staff to re-budget the unspent funds from Fiscal Year 2020-2021 to the current fiscal year (Fiscal Year 2021-2022). Based upon the IT Reconfiguration Services costing \$41,000, the overall cost of the Police Dispatch Renovation Project will exceed \$50,000. Staff are working on a cost estimate to complete the remaining tasks associated with the Project and will bring forth a budget amendment for Council's consideration at a later date, likely in October 2021.

PRIOR CITY COUNCIL ACTION:

On April 6, 2021, Council adopted Resolution No. 2021-016, which approved funding of \$50,000 for the Police Dispatch Renovation Project.

ATTACHMENTS:

Attachment #1 - Resolution 2021-049 Authorize IT Mgmt Corp Agreement and Budget Amendment

Attachment #2- Professional Services Agreement_ IT Mgmt. Corp

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH IT MANAGEMENT CORPORATION FOR IT RECONFIGURATION SERVICES AS PART OF THE POLICE DEPARTMENT RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED \$41,360 AND APPROVING A BUDGET AMENDMENT OF \$50,000 TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET

WHEREAS, on April 6, 2021, Council adopted Resolution 2021-016 to provide funding of \$50,000 for the Police Dispatch Renovation project ("Project"); and

WHEREAS, the first phase of the Project includes the reconfiguration of the network, telephone and emergency services communication equipment at the Police Department; and

WHEREAS, the City wishes to enter into an agreement with IT Management Corporation for an amount not to exceed \$41,360 to move, update, organize cabling and rack systems and re-locate equipment as part of this Project and contracts with a value of \$25,000 or more require Council approval by resolution in accordance with the Carmel Municipal Code; and

WHEREAS, the City wishes to dispense with the bid process in accordance with Carmel Municipal Code Section 3.12.140D as IT Management Corporation possesses a specialized knowledge or skill as it specializes in data network consulting and possesses a unique understanding of the City's Police Department's communication needs based on the firm's work on the City's telephone conversion project and moreover, Carmel Municipal Code Section 3.12.140E allows for cooperative purchasing through the central purchasing authority of another government agency and IT Management Corporation is a preferred vendor with pricing negotiated through federal (Government Services Agency) and State (California Department of General Services) government acquisition contracts; and

WHEREAS, the Project was not completed before June 30, 2021 and the City's financial policies (C94-01) state that capital projects that are not encumbered or completed during the fiscal year are required to be re-budgeted to the next fiscal year and approved by City Council.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a professional services agreement with IT Management Corporation for IT Reconfiguration Services in an amount not to exceed \$41,360.

Approve a budget amendment of \$50,000 to the Fiscal Year 2021-2022 Adopted Budget for the Police Dispatch Renovation Project as shown in the attached Exhibit A.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 7th day of September, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

EXHIBIT A

General Ledger Account	Account Name	Purpose	FY 2021-2022 Adopted/ Amended Budget	Adjustment Amount	FY 2021-2022 Amended Budget
503-513-00-43002	Vehicle & Equipment Fund- Capital Outlay- Buildings and Improvements	Use Fund 503 Balance to increase the budget by \$50,000 for the Police Dispatch Renovation Project	\$0	\$50,000	\$50,000

PROFESSIONAL SERVICES AGREEMENT
for the
Police Dispatch Renovation Project
IT Cabling and Equipment Reconfiguration

THIS AGREEMENT is executed this ____ day of September, 2021, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and IT Management Corporation (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: engineering and professional services including moving, modifying (changing existing equipment and/or adding new equipment), cleaning up and organizing cabling and rack systems and relocating equipment for Network, Telephone and emergency services communication equipment located at the Police Department. The Scope of Work is attached hereto as Exhibit "A."
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is the Project Representative identified within Section 5.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
 - iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written

approval must include the identity of the subcontractor and the terms of compensation.

- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;

- b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Forty One Thousand Three Hundred and Sixty Dollars (\$41,360.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Project Title;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;

- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable

federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant will advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Fee Schedule (Exhibit “B”). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- E. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2E, “Audit and Examination of Accounts”, in all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by September 10, 2021 and must be completed by January 8, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee or subconsultant without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

- iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- B. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- C. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- D. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Joel Staker
 Title: IT Manager
 Address: P.O. Box CC
 Carmel-by-the-Sea, CA 93921
 Telephone: (831) 620-2025
 Email: jstaker@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Chris Beveridge
 Title: Systems Integration Manager
 Company: IT Management Corporation
 Address: 5201 Great America Parkway #320
Santa Clara, CA 95054
 Telephone: (408) 721-2300
 Email: CBeveridge@itmgmt.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. INSURANCE

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-

insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.

- c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
 - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
 - vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
 - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
 - ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
 - x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this

Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created

electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records. If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.

- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
 - iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may 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, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant 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.

- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of the Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Mayor, City Administrator, or Designee Signature

Consultant Signature

Chip Rerig

Printed Name

Date

Printed Name

Date

City Administrator

Title

Title

IT Management Corporation

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

Exhibit "A" Scope of Work
Exhibit "B" Fee Schedule
Exhibit "C" Project Schedule

Exhibit A-Scope of Work

The following Scope of Work (SOW) defines the principal activities and responsibilities of IT Management Corporation, (hereinafter "IT MGMT" or "Consultant" and Carmel PD IT Department (hereinafter "CARMEL PD IT") to clean up and organize cabling and related systems for both Network and Communications equipment in the IT facilities rooms at the Carmel Police Department facility (the "Project") in Carmel, CA.

1. INTRODUCTION

1.1. Consultant shall make necessary moves, adds and changes, and clean up and organize cabling and rack systems and associated hardware, as needed for both Network and Server equipment in the Carmel PD Facilities at Carmel PD, as discussed and agreed to between the Consultant and CARMEL PD IT. **The main purpose of this project is to remove equipment and networking cabling that prevents the closet area from being renovated.**

1.2. Consultants shall approach Project by organizing the work effort into manageable phases, each with a series of activities and tasks organized by available resources/people to perform these tasks. Assumptions for completing the work according to the schedule will also be prepared as well as tasks for each phase of the project. Ongoing review of the work plan by CARMEL PD IT and Consultants is required to ensure the successful implementation of the Project.

2. CARMEL PD IT RESPONSIBILITIES

2.1. CARMEL PD IT will be responsible for arranging with Carmel PD facilities management personnel to allow Consultant full and supervised access to the appropriate Building Premises that are required to accomplish their tasks during working hours.

2.2. CARMEL PD IT will be responsible for arranging inspections after installation of the Systems and Cabling are installed. Any equipment purchased and installed under this Agreement on the Carmel PD IT facilities is property of Carmel PD IT.

2.3. CARMEL PD IT will be responsible for arranging for the associated cost of providing ongoing power to the equipment, and for providing Internet connectivity for the system.

2.4. CARMEL PD IT will be responsible for allowing the Consultant to have access to log in to their management system for setup, configuration and to test and verify operation of the completed project installation.

2.5. CARMEL PD IT understands the various unknowns and "best effort" nature of moving the existing cabling and network infrastructure of these critical emergency and related systems, and CARMEL PD IT will be responsible to work together with IT MGMT in order to minimize the impact of any failures during the work indicated in this agreement.

3. CONSULTANT'S RESPONSIBILITIES

3.1. Consultant will provide all labor, materials, tools, equipment, software, transportation, hauling, stockpiling and incidentals, required to perform all operations necessary to furnish and install the System required to perform all intended functions.

3.2. Consultant shall conduct a survey of the customer premises to finalize network design to identify and establish exact locations required for the precise movement and mounting and operation of the equipment and cabling.

3.3. Consultant shall provide a list of cabling and equipment locations, as well as existing equipment moves and changes, to CARMEL PD IT for approval.

3.4. Consultant shall conduct the moves, adds and changes of equipment and cabling on the Carmel PD designated building premises as part of this scope.

3.5. Consultant is to provide and install the following (see detailed list of equipment and labor specifics in the Bill of Materials, attached). This work will be comprised of three phases so as to keep the equipment functioning as continuously as possible. This is especially important with regard to Emergency services related to 911 calling.

3.5.1. Consultant is to reconfigure and relocate specific equipment, clean up and organize existing cabling and rack systems, and install new cabling where appropriate for both Network and Communications equipment in the Carmel PD Facilities room at the Carmel Police Department building.

3.6. Consultant shall provide and install an experienced project team with a single point of contact to complete all tasks and activities to deliver the functionality for the System.

3.7. Project Manager (PM) – Consultant shall manage and plan the project according to requirements and time schedule, including test and handover activities. The PM will ensure project objectives are met within time and quality constraints.

3.8. Logistics & Service Coordinator – Consultant shall be responsible for the procurement, logistics and delivery coordination of the equipment and services. The Logistics and Service coordinator will be responsible for post-sales service coordination and serves as the point of contact between CARMEL PD IT, Consultant's remote system support technicians, and on site third-party service providers.

3.9. Field Technician – Consultant shall be responsible for the initial project site walk and final System commissioning.

3.9.1. Installation & Service Support Manager/Team – Consultant shall be responsible for ensuring that the System is installed and serviced according to the CARMEL PD IT requirements. The Installation & Service Support Manager/Team will manage all coordination between the Project Manager and service and installation support team.

3.9.2. Consultant shall provide system warranty service to include all necessary labor and parts for one (1) year from date the System is accepted by the CARMEL PD IT as specified under warranty section.

4. FINAL ACCEPTANCE TESTING

4.1. Consultant and CARMEL PD IT hereby acknowledge that certain testing, such as a point test of an individual piece of equipment, are for a specific moment in time. Contractor is deploying a network in a system environment, so there could be a case of certain pieces of equipment or their functionality that might exhibit initial performance anomalies when they interact, and that

acceptance testing requirements shall be mutually agreed upon to account for and resolve these anomalies and mitigate any functionality or performance issues.

4.2. The Final System Acceptance Test shall occur at the completion of the entire system. Notwithstanding Section 4.1 above, the Final System Acceptance Test shall consist of a thirty (30) day test period of all system operations without failure of the equipment or software.

4.3. The purpose of the test is to demonstrate that the total system (hardware, software, networking system, materials and construction) is properly installed, is free from identified problems, exhibits stable and reliable performance, and complies with the requirements within this scope of work.

4.4. In the event of a failure during the Final System Acceptance Test, the Consultant shall replace or repair the equipment and the Project Manager shall restart the 30-day test for the entire system, unless the CARMEL PD IT agrees the failed and replaced/ repaired equipment is not a major component that does not require a restart of the 30-day test for the entire system.

4.5. The Consultant will not be responsible for patch and paint repairs to existing cable raceways or other cabling paths used for this project that the Consultant did not install.

5. WARRANTY AND MAINTENANCE

5.1. The Consultant shall warranty all parts, materials, workmanship, and all related installation work for a 12-month (one-year) period, to commence upon the Final System Acceptance.

5.1.1. For clarity, the Parties agree that warranty, as described in this section, is provided at no cost during the warranty period and separate from on-going Technical Support services provided on an annual cost basis as described in Section 6 below.

5.1.2. Warranty work shall be provided without cost to CARMEL PD IT. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism, or negligence by CARMEL PD IT employees or the public, or by acts of God, e.g. floods, tornadoes, hail, etc., are excluded as a warranty item.

5.2. During the warranty period, the Consultant shall repair with new material, or replace with new equipment, at no charge, any defective product. During the warranty period, updates and corrections to all equipment and software shall be furnished and installed by the Consultant at no charge to the CARMEL PD IT.

5.3. Consultant shall provide a proper method of communication for the duration of the System deployment and warranty period. During the entire term of the contract Consultant shall respond to CARMEL PD IT's correspondence within four (4) hours if received during normal business hours (8am-5pm Monday – Friday Pacific Time). Correspondence received by Consultant outside of normal business hours shall be replied to no later than the following business day.

5.4. Temporary storage of equipment and materials on CARMEL PD IT property, to the extent possible, should be arranged for the Consultant to be used.

5.5. The Consultant shall secure at his own expense, any additional area required for storage of equipment or materials or for other purposes.

Exhibit B- Fee Schedule

Personnel	Hourly Rate (\$)	Hours	Total (\$)
<i>Phase 1</i>			
Engineering Technician	\$140.00	48	\$6,720.00
Project Technician	\$190.00	24	\$4,560.00
<i>Phase 1 Subtotal</i>		72	<i>\$11,280.00</i>
<i>Phase II</i>			
Engineering Technician	\$140.00	48	\$6,720.00
Project Technician	\$190.00	24	\$4,560.00
<i>Phase II Subtotal</i>		72	<i>\$11,280.00</i>
<i>Phase III</i>			
Engineering Technician	\$140.00	80	\$11,200.00
Project Technician	\$190.00	40	\$7,600.00
<i>Phase III Subtotal</i>		120	<i>\$18,800.00</i>
Project Total		264	\$41,360.00

Exhibit C- Project Schedule**Phase I: "The Closet"**

1. Cleanup: Evaluate the upstairs "closet" by identifying and removing any unused equipment and associated cabling and power supplies. This phase includes identifying whether an item is in or out of service and determining what equipment may be powered down without major consequence (and what absolutely has to stay on line with minimal interruption).
2. Move any currently functioning equipment and cabling over to the spaces made clear by removing the old gear, as above.
3. Establish a divider (plastic sheeting or similar) between the existing equipment and the construction zone, so that systems won't be damaged or compromised by construction dust etc.

Phase II: "The 911 System on sub level 1"

1. Clean up and dress any existing cabling, including any wall/ladder racks and cable management pieces. This also includes some cleanup and organization of the AC power.
2. Remove any unused equipment and cabling, such as twisted pair telephone wires connected to unused ports/equipment
3. Identify and label all existing cabling between floors

Phase III: "The New IDF on sub level 2"

1. Establish new cable runs to the other floors

2. Move switching/routing/emergency/radio equipment to newly prepared spaces on other floors/rooms.
3. Cut over equipment in a maintenance window, or in-service if absolutely necessary



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Agnes Martelet, Manager, Environmental Compliance

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-050, authorizing the City Administrator to execute Amendment No. 2 to the Professional Services Agreement with Native Solutions, extending the term one year to June 30, 2023, and for a not-to-exceed fee of \$10,000 for Fiscal Year 2021-2022, and \$10,000 for Fiscal Year 2022-2023, pending Council Budget approval, for the North Dunes Habitat Restoration Project

RECOMMENDATION:

Adopt Resolution 2021-050, authorizing the City Administrator to execute Amendment No. 2 to the Professional Services Agreement with Native Solutions, extending the term one year to June 30, 2023, and for a not-to-exceed fee of \$10,000 for Fiscal Year 2021-2022, and \$10,000 for Fiscal Year 2022-2023, pending Council Budget approval, for the North Dunes Habitat Restoration Project.

BACKGROUND/SUMMARY:

The North Dunes consist of eight acres of an environmentally-sensitive habitat area. The white sands and native vegetation of the North Dunes have been impacted over past decades by uncontrolled public access and non-native, invasive species, including trees, ground cover, and landscape plantings. To protect and restore this irreplaceable dune habitat, the City implemented the North Dunes Habitat Restoration Project starting in October 2016 with the support of dune biologist Joey Canepa of Native Solutions.

Since 2016, Native Solutions has provided critical services in support of the North Dunes Habitat Restoration Project, including directing the removal of invasive species, guiding the installation of post and cable fencing to minimize trampling of native habitats, monitoring native and endangered species, and technical reporting.

In 2019, following a competitive, qualifications-based selection process, a 3-year Professional Services Agreement was signed with Native Solutions; however, only the first year was funded with \$24,500. In December 2020, Council approved Amendment No.1 in the amount of \$10,000 for Fiscal Year 2020-2021 to continue restoration tasks, including monitoring and reporting, weed removal, volunteer oversight, and native vegetation planting.

In August 2021, the Planning Commission adopted Resolution No. 2021-023-PC to extend the Coastal

Development Permit for the North Dunes Habitat Restoration Project to October 2026. Amendment No. 2 (Attachment 2) extends the term by one year to June 30, 2023, and provides a \$10,000 budget for this Fiscal Year, and earmarks \$10,000 for Fiscal Year 2022-2023, pending Council budget approval. This budget will be used by Native Solutions to continue these services and provide technical data for the annual reports required for the Coastal Development Permit.

FISCAL IMPACT:

The proposed Amendment fee of \$20,000 over two fiscal years would bring the total amount of the Agreement to \$54,500. Work performed under this Amendment will be charged to the North Dunes Habitat Restoration Project, Account No. 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

At the December 7, 2020 meeting, the City Council adopted Resolution 2020-084 approving \$10,000 for Amendment No.1 to Native Solutions' Agreement to fund dune restoration services through Fiscal Year 2020-2021.

ATTACHMENTS:

Attachment #1 - Resolution 2021-050 Native Solutions PSA

Attachment #2 - Amendment No. 2 to Agreement PWD-NATIVE-160-19-20

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NATIVE SOLUTIONS, EXTENDING THE TERM ONE YEAR TO JUNE 30, 2023, AND FOR A NOT-TO-EXCEED FEE OF \$10,000 FOR FISCAL YEAR 2021-2022, AND \$10,000 FOR FISCAL YEAR 2022-2023, PENDING COUNCIL BUDGET APPROVAL, FOR THE NORTH DUNES HABITAT RESTORATION PROJECT

WHEREAS, the North Dunes consist of eight acres of an environmentally-sensitive habitat area, and the City started implementing the North Dunes Habitat Restoration Project in 2016 to protect and restore this irreplaceable habitat; and

WHEREAS, since 2016, Native Solutions has been contracted to provide services in support of the North Dunes Habitat Restoration Project, including directing the removal of invasive species, guiding the installation of guideline fencing to minimize trampling of native habitats, monitoring native and endangered species, and reporting; and

WHEREAS, in 2019, a 3-year Professional Services Agreement was executed with Native Solutions, but only the first year, Fiscal Year 2019-2020, was funded with \$24,500; and

WHEREAS, in December 2020, the City Council approved a \$10,000 amendment to the Native Solutions Agreement to cover North Dunes restoration activities in Fiscal Year 2020-2021; and

WHEREAS, in August 2021, the Planning Commission adopted Resolution 2021-023-PC extending the Coastal Development Permit for the North Dunes Restoration Project for 5 years through October 2026; and

WHEREAS, the 2-year \$20,000 Amendment No.2 will be used by Native Solutions to continue to oversee weed removal, monitor native and endangered plant populations, propagate native seedlings, and provide technical data for annual reporting.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute Amendment No.2 to the Professional Services Agreement with Native Solutions, extending the term one year to June 30, 2023, and for a not-to-exceed fee of \$10,000 for Fiscal Year 2021-2022, and \$10,000 for Fiscal Year 2022-2023, pending City Council Budget approval, for the North Dunes Habitat Restoration Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

**AMENDMENT NO. 2
PWD-NATIVE-160-19-20
Native Solutions
North Dunes Habitat Restoration Project**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea ("CITY")** and **Native Solutions ("CONSULTANT")**, parties to agreement PWD-NATIVE-160-19-20 (the "Agreement") executed on July 17, 2019.

2. The Agreement is amended as follows:

a. **Term** of the Agreement is as follows:

The work under this Agreement, Amendment No.1 and Amendment No.2 shall commence on July 1, 2019 and terminate on June 30, 2023, unless services are no longer needed prior to June 30, 2023.

b. The **Compensation** of the Agreement is modified as follows:

CITY shall pay CONSULTANT in an amount not to exceed \$54,500 for the term of the entire Agreement, Amendment No.1, and Amendment No.2 as stipulated in 2a.

c. The **Scope of Services** and **Fee** for Fiscal Years 2021-2022 and 2022-2023 are amended as shown in Exhibit A.1

3. Except as set forth in Amendment No.1 and in this Amendment No.2, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment No.2 and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

NATIVE SOLUTIONS:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Ashlee Wright, Acting City Clerk

Date: _____

EXHIBIT A.1 – SCOPE OF WORK AND FEE FOR FISCAL YEARS 2021-2022 AND 2022-2023

Attachment 2

Carmel North Dunes Restoration Project				FY 21-22	FY 22-23
Project Management	Number of Events	Hours / FY	Rate	Cost	Cost
Logistics/ Communication		8.0	\$50.00	\$400	\$400
Administration/ Billing/Overhead		8.0	\$50.00	\$400	\$400
Meetings/Public Hearings/Workshops	3	3.0	\$50.00	\$150	\$150
Dune Biologist					
Supervise/Train/Orient -Workdays Labor crews/Volunteers/Students	10	30.0	\$40.00	\$1,200	\$1,200
Assessment/reconnaissance/research		4.0	\$50.00	\$200	\$200
Monitor/data/pictures		25.0	\$40.00	\$1,000	\$1,000
Write Annual Report (due date July 2021) City of Carmel, Coastal Commission		40.0	\$50.00	\$2,000	\$2,000
Sensitive Species Management Permit Surveys, Report (January 30, CADFW)		10.0	\$50.00	\$500	\$500
GPS Mapping - Staff					
Restoration Tasks	Number of plants				
Weed eradication: Spray		10.0	\$75.00	\$750	\$750
Weed eradication: Hand-weed		75.0	\$35.00	\$2,625	\$2,625
Seed collection/ propagation	200	cells	\$1.50	\$300	\$300
Outplant seedlings	200	cells	\$1.50	\$300	\$300
Transplant gallons (\$5) + install cage (\$5)		gallons	\$10.00		
Supplies: Tarps, weed bags, cages				\$175	\$175
TOTAL NOT-TO-EXCEED FEE				\$ 10,000	\$ 10,000



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-051 authorizing the consumption of alcohol on public property for the Chamber of Commerce's 35th Annual Taste of Carmel event to be held Wednesday, October 6 on Ocean Avenue and Mission Street

RECOMMENDATION:

Adopt Resolution 2021-051 authorizing the consumption of alcohol on public property for the Chamber of Commerce's 35th Annual Taste of Carmel event to be held Wednesday, October 6 on Ocean Avenue and Mission Street.

BACKGROUND/SUMMARY:

The Taste of Carmel event, organized by the Carmel Chamber of Commerce, has been held for 34 years at the Carmel Mission. This year the Chamber is proposing to bring the event to downtown Carmel on Wednesday, October 6, 2021 from 5:00 p.m. to 9:00 p.m. on the north and south sides of Ocean Avenue between Junipero and Mission Streets and on Mission Street between Ocean and Sixth Avenues.

Set-up will begin at 7:00 a.m. and tear down will be completed by 11:00 p.m. The event will include local cuisine, wine, art, music, poetry. After a welcome reception, guests will enjoy a sit down dinner, followed by music provided by The Money Band. This is a ticketed event for those 21 and over.

Per Chapter 9.20 of the Carmel-by-the-Sea Municipal Code states that it is unlawful for any person to drink any alcoholic beverage in or upon any public place, but that the City Council has the right, through adoption of a resolution, to make exceptions to the regulation for specific events of limited duration.

FISCAL IMPACT:

There is no fiscal impact to the City. The Carmel Chamber of Commerce will incur all costs associated with the event.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment #1 - Resolution 2021-051 Chamber of Commerce TOC

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-051

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY FOR THE
CHAMBER OF COMMERCE'S 35TH ANNUAL TASTE OF CARMEL EVENT TO BE HELD ON
WEDNESDAY, OCTOBER 6 ON OCEAN AVENUE AND MISSION STREET**

WHEREAS, the Chamber of Commerce's 35th Annual Winemakers' Celebration event is scheduled to be held on Wednesday, October 6, 2021 from 5:00 p.m. to 9:00 p.m.; and

WHEREAS, the Taste of Carmel event has been held at Carmel Mission for 34 years; and

WHEREAS, it will be the first year the event has been held in the City; and

WHEREAS, Chapter 9.20 of the Carmel-by-the-Sea Municipal Code states that it is unlawful for any person to drink any alcoholic beverage in or upon any public place, but that the City Council has the right, through adoption of a resolution, to make exceptions to the regulation for specific events of limited duration.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Authorize the consumption of alcohol at the event at the Chamber of Commerce's Taste of Carmel event to be held on Wednesday, October 6, 2021 on Ocean Avenue between Junipero Street and Mission Streets and on Mission Street between Ocean and Sixth Avenues.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-052 amending Policy C95-01 Claims Against the City

RECOMMENDATION:

Adopt Resolution 2021-052 amending Policy C95-01 Claims Against the City.

BACKGROUND/SUMMARY:

On January 10, 1995, the City adopted Resolution 95-06 rescinding Policy 89-18 and Resolution 94-46 and incorporating and amending the substance of both documents into Policy C95-01.

Senate Bill 1473 which became effective January 1, 2021 allows a claimant to submit a claim to a public agency electronically if the agency has adopted an ordinance or resolution authorizing the electronic submission of claims. Amending Policy C95-01, in light of the Covid-19 pandemic, will allow for a safe manner in which claimants can submit claims and provides a more efficient manner to begin the claims process rather than the claim being submitted by mail or in person by the claimant to the City.

The amendment provided in Exhibit A to Resolution 2021-052 updates the Policy to allow electronic submittal of claims against the City.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

The City Council has adopted the following Resolutions regarding Policy C95-01:

- Resolution 2020-064
- Resolution 2020-029
- Resolution 95-06
- Resolution 94-46
- Resolution 85-107

ATTACHMENTS:

Attachment #1 - Resolution 2021-052 Amending Policy C95-01, Claims Against the City

Attachment #2 - C 95-01 Claims against the City amended 9-7-2021, redline

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-052

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AMENDING POLICY C95-01 CLAIMS AGAINST THE CITY**

WHEREAS, the City adopted Resolution 95-06 rescinding Policy 89-18 and Resolution 94-46 and incorporating and amending the substance of both documents into Policy C95-01; and

WHEREAS, SB 1473 which became effective January 1, 2021 allows a claimant to submit a claim to a public agency electronically if the agency has adopted an ordinance or resolution authorizing the electronic submission of claims ; and

WHEREAS, in light of the Covid-19 pandemic, allowing electronic submittal of claims provides a safe format in which claimants can submit their claims as an alternative to the claimant submitting the claim to the City by mail or in person at City Hall; and

WHEREAS, accepting claims against the city in electronic format provides a more efficient process.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY
OF CARMEL-BY-THE-SEA DOES HEREBY:**

Amend Policy C95-01 Claims Against the City, as provided in Exhibit A

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 7th day of September 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

C95-01

**CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE**

Subject: Claims against the City	Policy/Procedure No: C95-01
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Effective Date: 10/6/2020 9/8/2021	Authority: Resolution No. 2020-064 2021-052
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Purpose:

Delegate authority for the denial and settlement of claims against the City.

Policy/Procedure:

Pursuant to California Government Code Section 935.4, the City Administrator or his/her designee is authorized to deny any claim against the City and to settle any claim against the City up to \$50,000 and to approve payment of the City's deductible up to \$50,000 on any claim against the City.

The City Administrator is authorized to cause any individual claim to be presented to the City Council for consideration and action at his or her sole discretion.

[Pursuant to Government Code Section 915 \(a\) \(3\), the City hereby approves the submission of a claim, any amendment thereto, or an application to the City for leave to present a late claim to the City electronically to the following address: \[cityclerk@ci.carmel.ca.us\]\(mailto:cityclerk@ci.carmel.ca.us\)](#)

[Pursuant to Government code Section 915.4 \(a\) \(3\), if the claim, or any amendment thereto, or application is submitted electronically, the City shall give notice to the claimant or applicant regarding the claim or amendment or application by sending the notice to the electronic address from which the claim or amendment or application was received unless the person presenting the claim or amendment or making the application requests notice to be sent to an alternative electronic address.](#)

Department of Origin:

Administration

Revision Dates:

[Resolution 2020-064, October 6, 2020](#)

Resolution 2020-029, May 5, 2020

Resolution 95-06 January 10, 1995

Resolution 94-46 and rescinded Policy No. C89-18

Resolution 85-107

Rescinded Date:

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CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-053 authorizing the City Administrator to establish and adopt the job description and salary range for Principal Planner and amend the Fiscal Year 2021/22 Budget to add the Principal Planner position.

RECOMMENDATION:

Adopt Resolution 2021-053 authorizing the City Administrator to establish and adopt the job description and salary range for Principal Planner and amend the Fiscal Year 2021/22 Budget to add the Principal Planner position.

BACKGROUND/SUMMARY:

The goal of the Community, Planning and Building (CPB) department is to preserve the character of Carmel-by-the-Sea while fostering a vibrant community and a high quality of life for its residents, businesses, and visitors. Throughout the course of the budget process, the level and volume of projects was clearly communicated, and subsequently an additional position (Associate Planner) was added to FY 21/22 budgeted positions. This was done to assist with the high volume of workload, most notably the Long-rang Planning projects on the City's strategic priority list. Additionally, in an effort to better serve the City, the new CPB Director has been assessing operations, workload, and analyzing the organizational structure. Based on the distribution of assignments, and input from the CPB Director, the City recommends adding the Principal Planner Job Description to the existing 'Planner Series' of job descriptions for CPB. This new job category will provide a higher level of professional planning duties that include the full range of the most complex level of professional planning duties while assuming the role of a senior staff member who can assist the Director with day-to-day oversight of the Planning Department. The Principal Planner would assist with coordinating the activities of other professional and technical planning staff, and assist the Director in the development and implementation of the Department goals, objectives, and priorities.

It is important to note that the creation of the Principal Planner Job Description does not add an additional staff member to the CPB roster. This action would only create a new job classification with the ability to function at a more complex professional level.

Recommended Range:

	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Planner	\$105,165	\$110,406	\$115,918	\$121,722	\$127,816
Principal Planner (New!)	\$115,918	\$121,714	\$127,800	\$134,190	\$140,900
Community Planning & Bldg Director	\$127,500				\$159,375

Pursuant to Municipal Code 2.52.040, it is the City Administrator's responsibility for administering the salary plan and proposing new positions to the City Council to authorize. In addition, Municipal Code 2.52.520, states the City Council adopts the salary resolution, establishing the legal current salary range from the salary schedule for each class of employee position. Additionally, California Public Employee's Retirement Law (PERL) and Section 570.5 of the California Code of Regulations (CCR) Title 2 requires the City of Carmel-by-the-Sea's pay rates and ranges meet required elements and be approved, in its entirety, by the City Council each time a modification occurs.

FISCAL IMPACT:

The additional increase can be absorbed in the current FY 21/22 Operating Budget in the Community, Planning & Building department. City staff will be submitting to defund the Senior Planner position during the mid-year review process.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment #1 - Resolution 2021-053 Principal Planner
Exhibit A_Job Description
Exhibit B_Pay Schedule

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO ESTABLISH AND ADOPT THE JOB DESCRIPTION AND SALARY RANGE FOR PRINCIPAL PLANNER AND AMEND THE FISCAL YEAR 2021/22 BUDGET TO ADD THE PRINCIPAL PLANNER POSITION

WHEREAS, the City Council in accordance with (Carmel-by-the-Sea Municipal Code 2.52.040 (D)) approves jobs, positions and funding job descriptions and salaries; and

WHEREAS, the Principal Planner (City of Carmel-by-the-Sea Management Employees Unit, an affiliated unit of LiUNA) is a new position; and

WHEREAS, this new position will provide a higher level of professional planning duties that include the full range of the most complex level of professional planning duties; and

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, a salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize and approve the City Administrator to:

1. Create and establish the Job Description for Principal Planner (**Exhibit A**)
2. Create and establish the Principal Planner Salary Range effective September 1, 2021

Annual:	\$ 114,483.20	\$ 120,224.00	\$ 126,235.20	\$ 132,537.60	\$ 139,172.80
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3. The City of Carmel-by-the-Sea City Council authorizes and approves the City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) for City of Carmel-by-the-Sea Management Employees Unit, an affiliated unit of LiUNA (**Exhibit B**)

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 7th day of September 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

CITY OF CARMEL-BY-THE-SEA

PRINCIPAL PLANNER

Definition

Under general direction, to perform a full range of the most complex level professional planning duties which include overseeing and coordinating the activities of professional and technical planning staff, to provide high level staff assistance to other managers in the city as well as consultants engaged in planning projects and activities, and to assist in the development and implementation of the Department goals, objectives, and priorities.

Supervision Exercised

Exercises direct and indirect supervision of planning and code enforcement staff.

Distinguishing Characteristics

This position differs from the Senior Planner in that an incumbent has the responsibility to assist the Director in the development and implementation of the Department goals, objectives, and priorities while also performing the most complex work within the Division and act in the absence of the Director.

This position differs from that of the Planning and Building Services Director in that the director position has the responsibility to oversee the work of the entire department and also to develop goals, objectives and priorities of the department.

Examples of Important and Essential Duties

Plan and direct professional, administrative, technical and/or consultant staff engaged in various planning and environmental review and assessment activities.

Develop policies, plans, programs, and procedures to meet mandated state and federal guidelines.

Represent the department and deliver presentations at public hearings before the City Council, Planning Commission, the community, the county, and state and federal agency meetings, workshops and/or conferences.

Oversee highly complex studies and initiatives, exceptionally large and potentially controversial projects or long-term projects with significant economic consequences to include preparation of required documents.

Interpret planning programs, environmental law, regulatory requirements and related ordinances to the department head, City Council, and the public.

Participate in the development of program and project budgets; participate in forecasting funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; recommend adjustments when necessary.

Oversee and participate in planning studies in the community to gather data for evaluating current and advance planning projects and issues including environmental assessments, the general plan, regional or local area planning issues, or other related topics; interpret social, economic, population, and land use data and trends.

Oversee revisions and updates to the General Plan and various ordinances for review and action by the Planning Commission and the City Council.

Perform extensive research regarding implementation of policies established by the general plan, zoning ordinance, or other land use and development ordinances; interpret and apply laws and regulations to ensure the compliance of City development projects with municipal code amendments.

Oversee the review and analysis of development plans, site plans, building plans, tract maps, and other subdivision proposals for compliance with the general plan, zoning and City regulations, requirements, and policies.

Confer with engineers, developers, architects, a variety of agencies and the general public in acquiring information and coordinating planning and zoning matters.

Perform public relations and outreach work related to planning activities; organize and conduct committee meetings and community workshops on planning matters; assist the public in understanding local ordinances and guidelines related to land use, zoning, and design.

Oversee the review of proposed subdivisions for conformance with the Subdivision Map Act.

Develop and issue Requests for Proposals of consultant bids for planning studies and environmental impact reports; negotiate and monitor consultant contracts, including budget conformance and delivery of consulting services.

Coordinate planning activities with other City departments and divisions and with outside agencies; represent the City at various regional and government agency meetings; serve on regional technical advisory committees; coordinate with staff representing regional agencies and special districts on issues related to the City.

Select, train, motivate, and evaluate assigned staff.

Act in the absence of the Planning and Building Services Director.
Other duties as assigned.

Job Related and Essential Qualifications

Knowledge of:

Applicable federal, state and local laws, codes, ordinances, regulations, policies, and procedures related to urban planning, environmental regulations, and community development.

Principles and practices of governmental planning in urban and urbanizing areas.

The State Planning, Zoning, and Land Use laws, Subdivision Map Act, California Environmental Quality Act, National Environmental Policy Act, and pertinent City and County ordinances.

General provisions of State and Federal regulatory requirements pertaining to the environment, including but not limited to the Surface Mining and Reclamation Act, State and Federal Endangered Species Acts, the State and Federal Clean Water Acts, and State and Federal Clean Air Acts.

Operations, services, and activities of a municipal planning program.

Current principles and practices, technical legal issues, and research methods related to municipal planning, zoning, urban economics, demographics, and environmental management.

Effective technical report preparation and presentation including graphic communication, illustration, and presentation techniques.

Recent developments, current literature and sources of information related to municipal planning and administration.

Principles of supervision, training, and performance evaluation.

Budgeting development and monitoring procedures.

Computer hardware and software used for word processing, graphic presentation, mapping and database management.

Safe driving principles and practices.

General principles of construction as they apply to design review and developing alternative approaches to comply with local standards and guidelines.

Skill to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Ability to:

Exercise independent judgment and initiative to determine methods and procedures within broadly defined practices.

Oversee, review, and evaluate the work of planning staff and review the work of consultants.

Oversee and prepare comprehensive planning reports.

Oversee the collection, analysis and interpretation of data pertaining to planning, environmental, land use, and zoning issues in a complex urban area.

Analyze site design, terrain constraints, circulation, land use compatibility, utilities and other urban services.

Interpret planning and zoning programs to the general public.

Effectively oversee and administer a variety of land use and development programs and activities.

Initiate and develop policies related to land use and community development.

Identify and respond to public, Planning Commission, and City Council issues and concerns.

Effectively present complex policy questions, alternatives and recommended solutions to elected officials, commissions, and community groups.

Interpret and apply pertinent laws, rules and regulations and ensure project compliance with Federal, State and local rules, laws, and regulations.

Oversee the analysis and compilation of technical and statistical information, reports, statements, and correspondence.

Select, train, oversee, and evaluate professional and/or technical staff; resolve disciplinary issues.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Experience and Training Guidelines:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:

Five years of responsible professional urban planning experience.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning, environmental planning, public administration, or a related field. A Master's degree is desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment and to operate computer and other office equipment; ability to attend some evening and/or weekend meetings; ability to travel to different sites; some exposure to the outdoors.

<i>Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.</i>
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Established: 09/02/2021

Resolution #: 2021-XXX

FLSA Status: Exempt

Bargaining Unit: Management Employees Unit, an affiliated unit of LiUNA

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR LIUNA MANAGEMENT CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2021 | REVISED SEPTEMBER 1, 2021*

2.0%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner	M-284	Hourly:	\$ 35.73	\$ 37.54	\$ 39.41	\$ 41.38	\$ 43.45
		Monthly:	\$ 6,193.20	\$ 6,506.93	\$ 6,831.07	\$ 7,172.53	\$ 7,531.33
		Annual:	\$ 74,318.40	\$ 78,083.20	\$ 81,972.80	\$ 86,070.40	\$ 90,376.00
Facilities Maintenance Supervisor	M-298	Hourly:	\$ 38.32	\$ 40.26	\$ 42.27	\$ 44.38	\$ 46.61
		Monthly:	\$ 6,642.13	\$ 6,978.40	\$ 7,326.80	\$ 7,692.53	\$ 8,079.07
		Annual:	\$ 79,705.60	\$ 83,740.80	\$ 87,921.60	\$ 92,310.40	\$ 96,948.80
Senior Planner	M-351	Hourly:	\$ 49.94	\$ 52.42	\$ 55.04	\$ 57.80	\$ 60.69
		Monthly:	\$ 8,656.27	\$ 9,086.13	\$ 9,540.27	\$ 10,018.67	\$ 10,519.60
		Annual:	\$ 103,875.20	\$ 109,033.60	\$ 114,483.20	\$ 120,224.00	\$ 126,235.20
City Forester Public Works Superintendent	M-357	Hourly:	\$ 51.47	\$ 54.03	\$ 56.73	\$ 59.58	\$ 62.55
		Monthly:	\$ 8,921.47	\$ 9,365.20	\$ 9,833.20	\$ 10,327.20	\$ 10,842.00
		Annual:	\$ 107,057.60	\$ 112,382.40	\$ 117,998.40	\$ 123,926.40	\$ 130,104.00
Principal Planner* (Reso #2021-53)	M-363	Hourly:	\$ 55.04	\$ 57.80	\$ 60.69	\$ 63.72	\$ 66.91
		Monthly:	\$ 9,540.27	\$ 10,018.67	\$ 10,519.60	\$ 11,044.80	\$ 11,597.73
		Annual:	\$ 114,483.20	\$ 120,224.00	\$ 126,235.20	\$ 132,537.60	\$ 139,172.80

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR LIUNA MANAGEMENT CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2022

1.25%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner	M-284	Hourly:	\$ 36.18	\$ 38.01	\$ 39.90	\$ 41.90	\$ 43.99
		Monthly:	\$ 6,271.20	\$ 6,588.40	\$ 6,916.00	\$ 7,262.67	\$ 7,624.93
		Annual:	\$ 75,254.40	\$ 79,060.80	\$ 82,992.00	\$ 87,152.00	\$ 91,499.20
Facilities Maintenance Supervisor	M-298	Hourly:	\$ 38.80	\$ 40.76	\$ 42.80	\$ 44.93	\$ 47.19
		Monthly:	\$ 6,725.33	\$ 7,065.07	\$ 7,418.67	\$ 7,787.87	\$ 8,179.60
		Annual:	\$ 80,704.00	\$ 84,780.80	\$ 89,024.00	\$ 93,454.40	\$ 98,155.20
Senior Planner	M-351	Hourly:	\$ 50.56	\$ 53.08	\$ 55.73	\$ 58.52	\$ 61.45
		Monthly:	\$ 8,763.73	\$ 9,200.53	\$ 9,659.87	\$ 10,143.47	\$ 10,651.33
		Annual:	\$ 105,164.80	\$ 110,406.40	\$ 115,918.40	\$ 121,721.60	\$ 127,816.00
City Forester Public Works Superintendent	M-357	Hourly:	\$ 52.11	\$ 54.71	\$ 57.44	\$ 60.32	\$ 63.33
		Monthly:	\$ 9,032.40	\$ 9,483.07	\$ 9,956.27	\$ 10,455.47	\$ 10,977.20
		Annual:	\$ 108,388.80	\$ 113,796.80	\$ 119,475.20	\$ 125,465.60	\$ 131,726.40
Principal Planner (Reso #2021-53)	M-363	Hourly:	\$ 55.73	\$ 58.52	\$ 61.45	\$ 64.52	\$ 67.75
		Monthly:	\$ 9,659.87	\$ 10,143.47	\$ 10,651.33	\$ 11,183.47	\$ 11,743.33
		Annual:	\$ 115,918.40	\$ 121,721.60	\$ 127,816.00	\$ 134,201.60	\$ 140,920.00



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-054 authorizing the City Administrator to execute the First Amendment to the professional services agreement with NHA Advisors, LLC for pension consulting services in an amendment amount not to exceed \$15,000

RECOMMENDATION:

Adopt Resolution 2021-054 authorizing the City Administrator to execute the First Amendment to the professional services agreement with NHA Advisors, LLC for pension consulting services in an amendment amount not to exceed \$15,000.

BACKGROUND/SUMMARY:

The City Administrator and NHA Advisors, LLC entered into an agreement executed on January 13, 2020 for pension consulting services for a total compensation amount not to exceed \$24,500. NHA Advisors has been instrumental in facilitating discussions regarding the City's pension liability and assisting the City in developing potential cost management options to address the City's unfunded accrued liability, including providing assistance related to the establishment of a Section 115 Trust. City staff recommends retaining NHA Advisors, LLC for additional pension consulting service through Fiscal Year 2021-2022. The amendment extends the term of the agreement through June 30, 2022 and increases the compensation of the agreement by \$15,000 for a total not to exceed amount of \$39,500. This item is on the Council's agenda in accordance with the Carmel Municipal Code requirement that requires Council to approve contracts with a value of \$25,000 or more by resolution.

FISCAL IMPACT:

The City has spent approximately \$19,500 on pension consulting services with NHA Advisors. The Fiscal Year 2021-2022 Adopted Budget includes \$15,000 for financial consulting services.

PRIOR CITY COUNCIL ACTION:

There is no prior Council action regarding this agenda item.

ATTACHMENTS:

Attachment #1 - Resolution 2021-054 Authorize NHA Amendment
Attachment #2- First Amendment to NHA Agreement

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NHA ADVISORS, LLC FOR PENSION CONSULTING SERVICES IN AN AMENDMENT AMOUNT NOT-TO-EXCEED \$15,000

WHEREAS, the City of Carmel-by-the-Sea and NHA Advisors, LLC entered into an agreement executed on January 13, 2020 for pension consulting services for a not-to-exceed amount of \$24,500; and

WHEREAS, NHA Advisors, LLC has assisted the City in developing cost management strategies to address the City's unfunded accrued pension liability; and

WHEREAS, the City wishes to retain the services of NHA Advisors, LLC to extend the term of the original agreement and to increase the dollar amount of the agreement by \$15,000 and contracts with a value of \$25,000 or more require Council approval by resolution in accordance with the Carmel Municipal Code.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute the First Amendment to the Professional Services Agreement with NHA Advisors, LLC, to extend the term of the agreement to June 30, 2022 and to increase the compensation by \$15,000 for a total amount not-to-exceed \$39,500.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

FIRST AMENDMENT TO AGREEMENT
Agreement #: ADM-NHA-78-19-20

Attachment 2

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 7th day of September 2021 amends the Agreement heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and NHA ADVISORS, LLC hereinafter called "CONSULTANT".

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an Agreement ADM-NHA-78-19-20 for an amount not to exceed Twenty Four Thousand Five Hundred Dollars (\$24,500) on January 13, 2020 for pension consulting services; and

WHEREAS, the CITY and CONSULTANT mutually agree to extend the term for additional pension consulting services as needed.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide consulting services for the term of July 1, 2021 through June 30, 2022, unless terminated sooner or the City grants an extension of time in writing pursuant to the terms of the Agreement.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment will be a total amount not to exceed Fifteen Thousand Dollars (\$15,000). The total for the Agreement and this Amendment will be an amount not to exceed Thirty Nine Thousand Five Hundred Dollars (\$39,500).

3. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

FIRST AMENDMENT TO AGREEMENT
Agreement #: ADM-NHA-78-19-20

Attachment 2

CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

Date

CONSULTANT

Craig Hall, Managing Principal
NHA Advisors, LLC

Date

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date:

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Council Retreat follow up and results

RECOMMENDATION:

Receive presentation of the results from the Council Retreat conducted May 12, 2021 and provide direction

BACKGROUND/SUMMARY:

On May 12, 2021 the City Council and the City's Executive Team attended a retreat to develop a strategic plan for the next five to ten years.

At the retreat, the City Council and staff discussed a comprehensive list of goals and objectives under the five priority areas created by the Council in November, 2019.

The priority areas are:

- Financial Sustainability
- Natural Environment/Village Character
- Community Engagement
- Infrastructure
- Business Environment

Staff is presenting the goals and objectives in a way that identifies a recommended priority ranking as well as the level of effort required to complete the items. While all of these goals and/or objectives are worthwhile, the City remains faced with significant capacity challenges that will dictate the pace at which they can be completed. Accordingly, staff looks forward to working with Council to prioritize items to best serve the community efficiently and effectively.

FISCAL IMPACT:

No direct fiscal impact for this item.

PRIOR CITY COUNCIL ACTION:

The City Council met in November, 2019 to develop a Vision Statement, a Mission Statement, Guiding

Values and the Council's five priority areas.

ATTACHMENTS:

Attachment 1 - Strategic Planning powerpoint

Attachment 2 - Council Priority Matrix - PPT Order

Attachment 3 - Council Priority Matrix - Priority Order



CITY OF CARMEL-BY-THE-SEA

Report out on the Community on the City Council Strategic Planning Retreat

September 7, 2021



Strategic Planning

Strategic Planning:

1. Vision Statement
2. Mission Statement
3. Guiding Values
4. Priorities
 - a. Objectives





Vision Statement

Carmel-by-the-Sea will always be a community that values its historic culture, artistic character, and natural environment.



Mission Statement

The City will provide exceptional services that respect residential character, promote local commerce and protect natural resources, while ensuring public health, safety and welfare.



Guiding Values

- Public Stewardship
- Accountability and Responsibility
- Open and Empathetic Communication
- Collaboration and Teamwork
- Acceptance and Inclusion
- Customer Service





Priority – Financial Sustainability

Priority Level	Goal	Status	Workload	Department
	Develop a multi-pronged financial strategy to address pension liability	80% complete	Medium	Finance
	Develop a budget that is balanced and retains essential services	On-Going		Finance
	Meet at least twice with the Carmel Chamber of Commerce and business community to evaluate the health and changing business environment of the commercial districts	On-Going		City Administrator
#1	Explore Paid Parking Program	On-Going	Medium	CPB/PD



Continued- Priority – Financial Sustainability

Priority Level	Goal	Status	Workload	Department
#1	Restructure Peninsula Messenger Service for at-home letter delivery	80%	High (Finance)	Finance
#2	Review/reformulate approach to reserves/update financial policies	TBD	Medium	Finance
#3	Review budget related community engagement strategy	On-Going	High	Admin.
#1	Update Purchasing Ordinance	TBD	High	Finance



Priority–Natural Environment/ Village Character

Priority Level	Goal	Status	Workload	Department
	Develop a plan to assess the City's natural assets to potentially influence future Capital Improvement Plans	Complete & On-going	High	PW
#2	Develop Forest Management Plan	Budgeted	Medium	PW
#1	Develop a plan to ensure that the City's natural areas, as well as private property, are properly maintained to reduce fire risk.	Budgeted	Medium/ Low	Fire/ PW
#1	Review and Update Sign Ordinance	Nearly Complete	Medium	CPB / City Attorney
#3	Explore reinstatement of Design Review Board	TBD	High	CPB
#2	Explore opportunities for permanent outdoor dining	In Progress	Medium	CPB



Continued- Priority–Natural Environment/ Village Character

Priority Level	Goal	Status	Workload	Department
#1	Prepare Climate Action/Adaptation Plan	In Progress	High	PW
#2	Increase beautification efforts	Budgeted	High	PW
#1	Review and Update Tree Ordinance	In Progress	High	PW
#3	Consider creation of Downtown Master Plan	TBD	High	CPB
#4	Develop and implement Social Media Plan	TBD	High	Clerk
#1	Update Zoning Code and Design Guidelines (Residential & Commercial)	In Progress	High	CPB



Continued- Priority–Natural Environment/ Village Character

Priority Level	Goal	Status	Workload	Department
#2	Review barriers to construction of affordable housing	In Progress	Medium	CPB
#1	Develop Accessory Dwelling Unit (ADU) Ordinance	TBD	Medium	CPB
#1	Develop Organics/Recycling Ordinance	In Progress	Medium	PW
#3	Explore redevelopment of the north lot at Sunset Center	TBD	High	CPB
#2	Explore street addresses	TBD	High	



Priority – Community Engagement

Priority Level	Goal	Status	Workload	Department
#3	Conduct a 'State of the Village' presentation for the Community.	Complete & On-going	Low	City Admin.
#3	Develop and conduct a community engagement survey to help, in part, inform the community about future budgets. The survey will include an inquiry on ways to improve community engagement	On-going	Low	Assist. City Admin.
#4	Create a plan to increasingly bring the Community together and ensure City Council attendance at local events	On-going	Medium	Comm. Act.



Priority – Infrastructure

Priority Level	Goal	Status	Workload	Department
#3	Explore opportunities for Flanders Mansion & Scout House	On-going	High	
#2	Develop a facilities maintenance plan	On-Going	High	PW
#1	Develop Telecommunication Ordinance consistent with federal law	In Progress	Medium	CPB
#1	Review opportunities for enhanced fire/ambulance service	In Progress	High	PD



Priority – Business Environment

Priority Level	Goal	Status	Workload	Department
#3	Work with the Carmel Chamber of Commerce to develop a Carmel Commercial Property Owners' Association	In progress	Medium	City Admin.
#4	Develop a process and plan for encouraged/preferred commercial uses by reviewing the Commercial Zoning Code and working with the business community	In progress	Medium	CPB
#4	Develop a report on the feasibility of creating an economic opportunity function	No Progress	High	City Admin.
#2	Continue participation in destination marketing through Visit Carmel	On-Going	Medium	City Admin.



10 Funded Capital Improvement Projects

- ADA upgrades (ongoing)
- Annual paving projects with sidewalk repairs
- Beach sand/sea wall survey
- Drainage system repairs (ongoing)
- MTNP Decommission well and tank
- MTNP Stream stability projects #1-3
- PBL generator
- Police radio antenna
- Scenic Pathway barriers
- Sunset Center windows/ hazardous materials testing



15 Other Key Initiatives

- CAWD's Scenic Road sewer replacement/pipe bursting
- Coastal Conserv. Grant for North Dunes boardwalk/stairs
- Energy Watch facilities assessment
- Filling vacant positions (12)
- Forest Theater facility manager
- Janitorial RFP/contract
- Libraries Master Plan
- On-call tree and landscaping bids/contracts
- Pandemic Recovery (reopening facilities/reporting requirements)
- Purchasing Ordinance update
- Sixth Avenue/Devendorf Plaza (Outreach)
- Stormwater Ordinance update
- Trash/Recycling Ordinance update
- Underground Utilities Rule 20A (\$1M)
- Volunteer groups oversight



Ongoing Challenges

- Capacity and economics
- Filling vacant positions

FY2021-22 Carmel-by-the-Sea City Council Strategic Priorities

Recommended Priority Level	Description of Goal	Current Status	Level of Effort to Complete	Responsible Department
1	Develop a multi-pronged financial strategy to address pension liability	80% complete	Medium	Finance
1	Explore Paid Parking Program	On-Going	Medium	CPB/PD
1	Restructure Peninsula Messenger Service for at-home letter	80%	High	Finance
2	Review/reformulate approach to reserves/update financial policies	TBD	Medium	Finance
3	Review budget related community engagement strategy	On-Going	High	Admin.
1	Update Purchasing Ordinance	TBD	High	Finance
4	Develop a plan to assess the City's natural assets to potentially influence future Capital Improvement Plans	Complete & On-going	High	PW
2	Develop Forest Management Plan	Budgeted	Medium	PW
1	Develop a plan to ensure that the City's natural areas, as well as private property, are properly maintained to reduce fire risk.	Budgeted	Medium/Low	Fire/ PW
1	Review and Update Sign Ordinance	Nearly Complete	Medium	CPB / City Attorney
3	Explore reinstatement of Design Review Board	TBD	High	CPB
2	Explore opportunities for permanent outdoor dining	In Progress	Medium	CPB
1	Prepare Climate Action/Adaptation Plan	In Progress	High	PW
2	Increase beautification efforts	Budgeted	High	PW
1	Review and Update Tree Ordinance	In Progress	High	PW
3	Consider creation of Downtown Master Plan	TBD	High	CPB
4	Develop and implement Social Media Plan	TBD	High	Clerk
1	Update Zoning Code and Design Guidelines (Residential & Commercial)	In Progress	High	CPB
2	Review barriers to construction of affordable housing	In Progress	Medium	CPB
1	Develop Accessory Dwelling Unit (ADU) Ordinance	TBD	Medium	CPB
1	Develop Organics/Recycling Ordinance	In Progress	Medium	PW
3	Explore redevelopment of the north lot at Sunset Center	TBD	High	CPB
2	Explore street addresses	TBD	High	CPB/PW
3	Conduct a 'State of the Village' presentation for the Community.	Complete & On-going	Low	City Admin.
3	Develop and conduct a community engagement survey to help, in part, inform the community about future budgets. The survey will include an inquiry on ways to improve community engagement	On-going	Low	Assist. City Admin.
4	Create a plan to increasingly bring the Community together and ensure City Council attendance at local events	On-going	Medium	Comm. Act.
3	Explore opportunities for Flanders Mansion & Scout House	On-going	High	Assist. City Admin.

Recommended Priority Level	Description of Goal	Current Status	Level of Effort to Complete	Responsible Department
2	Develop a facilities maintenance plan	On-Going	High	PW
1	Develop Telecommunication Ordinance consistent with federal law	In Progress	Medium	CPB
1	Review opportunities for enhanced fire/ambulance service	In Progress	High	PD
3	Work with the Carmel Chamber of Commerce to develop a Carmel Commercial Property Owners' Association	In progress	Medium	City Admin.
4	Develop a process and plan for encouraged/preferred commercial uses by reviewing the Commercial Zoning Code and working with the business community	In progress	Medium	CPB
4	Develop a report on the feasibility of creating an economic opportunity function	No Progress	High	City Admin.
2	Continue participation in destination marketing through Visit Carmel	On-Going	Medium	City Admin.

FY2021-22 Carmel-by-the-Sea City Council Strategic Priorities

Recommended Priority Level	Description of Goal	Current Status	Level of Effort to Complete	Responsible Department
1	Develop a multi-pronged financial strategy to address pension liability	80% complete	Medium	Finance
1	Explore Paid Parking Program	On-Going	Medium	CPB/PD
1	Restructure Peninsula Messenger Service for at-home letter	80%	High	Finance
1	Update Purchasing Ordinance	TBD	High	Finance
1	Develop a plan to ensure that the City's natural areas, as well as private property, are properly maintained to reduce fire risk.	Budgeted	Medium/Low	Fire/ PW
1	Review and Update Sign Ordinance	Nearly Complete	Medium	CPB / City Attorney
1	Prepare Climate Action/Adaptation Plan	In Progress	High	PW
1	Review and Update Tree Ordinance	In Progress	High	PW
1	Update Zoning Code and Design Guidelines (Residential & Commercial)	In Progress	High	CPB
1	Develop Accessory Dwelling Unit (ADU) Ordinance	TBD	Medium	CPB
1	Develop Organics/Recycling Ordinance	In Progress	Medium	PW
1	Develop Telecommunication Ordinance consistent with federal law	In Progress	Medium	CPB
1	Review opportunities for enhanced fire/ambulance service	In Progress	High	PD
2	Review/reformulate approach to reserves/update financial policies	TBD	Medium	Finance
2	Develop Forest Management Plan	Budgeted	Medium	PW
2	Explore opportunities for permanent outdoor dining	In Progress	Medium	CPB
2	Increase beautification efforts	Budgeted	High	PW
2	Review barriers to construction of affordable housing	In Progress	Medium	CPB
2	Explore street addresses	TBD	High	CPB/PW
2	Develop a facilities maintenance plan	On-Going	High	PW
2	Continue participation in destination marketing through Visit Carmel	On-Going	Medium	City Admin.
3	Review budget related community engagement strategy	On-Going	High	Admin.
3	Explore reinstatement of Design Review Board	TBD	High	CPB
3	Consider creation of Downtown Master Plan	TBD	High	CPB
3	Explore redevelopment of the north lot at Sunset Center	TBD	High	CPB
3	Conduct a 'State of the Village' presentation for the Community.	Complete & On-going	Low	City Admin.
3	Develop and conduct a community engagement survey to help, in part, inform the community about future budgets. The survey will include an inquiry on ways to improve community engagement	On-going	Low	Assist. City Admin.

Recommended Priority Level	Description of Goal	Current Status	Level of Effort to Complete	Responsible Department
3	Explore opportunities for Flanders Mansion & Scout House	On-going	High	Assist. City Admin.
3	Work with the Carmel Chamber of Commerce to develop a Carmel Commercial Property Owners' Association	In progress	Medium	City Admin.
4	Develop a plan to assess the City's natural assets to potentially influence future Capital Improvement Plans	Complete & On-going	High	PW
4	Develop and implement Social Media Plan	TBD	High	Clerk
4	Create a plan to increasingly bring the Community together and ensure City Council attendance at local events	On-going	Medium	Comm. Act.
4	Develop a process and plan for encouraged/preferred commercial uses by reviewing the Commercial Zoning Code and working with the business community	In progress	Medium	CPB
4	Develop a report on the feasibility of creating an economic opportunity function	No Progress	High	City Admin.



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**September 7, 2021
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Coastal Conservancy State Grant Funding for the North Dunes Restoration and Boardwalk Extension/Staircase Project

RECOMMENDATION:

Provide direction to staff on whether to prioritize and pursue a grant application with the State Coastal Conservancy for planning, design and implementation of the North Dunes Restoration and Boardwalk Extension/Staircase Project.

BACKGROUND/SUMMARY:

The Coastal Conservancy staff has expressed interest in providing grant funding of up to \$500,000 to the City to support the installation of a boardwalk and possible staircase to improve public access while reducing dune erosion and trampling impacts to the North Dunes which would support habitat restoration efforts. Funding for this Project would come from State Bond Fund. The Coastal Conservancy expressed that there currently is funding available and thus, time is of the essence if the City wants to take advantage of current funding. In order to be considered at the Coastal Conservancy's December 2021 Board meeting, a project summary should be submitted by mid-September.

North Dunes Restoration and Boardwalk Extension/Staircase Project

The Project would consist of restoring habitat in the foredune area, and a new boardwalk extension connecting the Del Mar parking lot north to the existing Fourth Avenue boardwalk, with the potential to provide a staircase from the new boardwalk down to the beach. See potential boardwalk alignment in Attachment 1. This boardwalk extension would improve access through the North Dunes, reduce sand erosion from pedestrians walking up and down the foredune to the beach, and eliminate trampling of restoration areas. Interpretive signage may be included with this Project as well.

The first phase of this Project would include planning, engineering and design, environmental review, and permitting. The second phase would be for project implementation including bidding and construction. The proposed boardwalk would be consistent with the recommendations of the Del Mar Master Plan and North Dunes Restoration Plan. The most recent boardwalk section was from Fourth Avenue west to the beach and was completed in 2011. The City's Coastal Development Permit (CDP) for the North Dunes Restoration Project was just renewed by the Planning Commission in August 2021. This Project would

require a separate CDP and environmental review if the funding is acquired.

Should Council wish to defer this Project and grant opportunity at this time, there is still a possibility of funding in the future, but it will be dependent on the Coastal Conservancy's available bond funding.

FISCAL IMPACT:

The Coastal Conservancy expressed interest in providing grant funding for this Project. The City would be required to provide 50% matching funds. Unfortunately, in-kind work by staff or volunteers would not count towards the match.

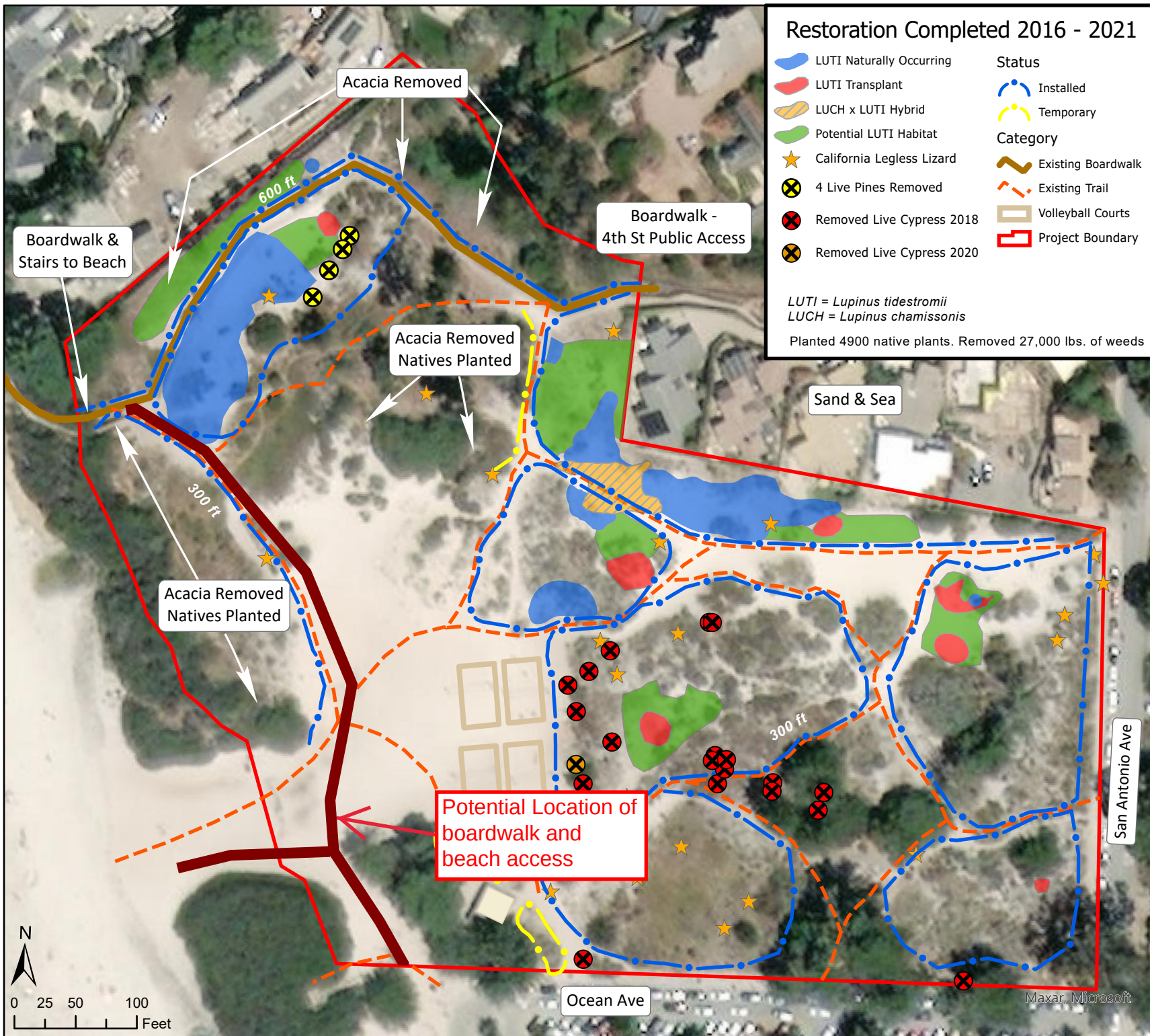
The City anticipates the total project cost for both phases would be up to \$500,000, with a City match of up to \$250,000. Actual costs would be further refined and would require City Council acceptance of this grant and approval if the grant application is approved by the Coastal Conservancy and the City elects to move forward with this Project.

PRIOR CITY COUNCIL ACTION:

None

ATTACHMENTS:

Attachment 1: North Dunes Map with Potential Boardwalk Alignment



City of Carmel: North Dunes

2021 Report (Year Five) - Figure 1

Restoration Completed 2016 - 2021

Special Status Species

Native Solutions
 Joey Dorrell-Canepa
 joeydorrellcanepa@gmail.com
 Lynn Overtree, GIS Specialist
 lovertree@isbcglobal.net
 August 2021



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-055 approving the City's investment strategy for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services and authorizing deposits totaling \$1 million into the Trust

RECOMMENDATION:

Adopt Resolution 2021-055 approving the City's investment strategy for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services and authorizing deposits totaling \$1 million into the Trust.

BACKGROUND/SUMMARY:

Section 115 Trust Background

The City Council has been considering various options to address its growing pension liabilities, including establishing a Section 115 Trust. A Section 115 Trust is a tax-exempt investment vehicle authorized by the Internal Revenue Services to prefund government expenses, such as retirement plan benefits. Funds placed within the trust can remain within the trust until such time that the City chooses to draw on its assets to pay an annual benefit obligation (i.e. make either an annual and/or additional payment to CalPERS) or seek reimbursement for a pension-related expense. Other benefits associated with the establishment of a trust include (1) greater investment flexibility and risk diversification compared to the City's general investment options and (2) City oversight of investment and control over the risk tolerance of its investment portfolio as compared to investments managed by CalPERS.

On August 2, 2021, Council authorized the adoption of a Section 115 Trust known as the Public Agencies Post Employment Benefits Trust administered by the Public Agency Retirement Services (PARS) and authorized the City's participation within this program. In order to finalize the process to establish the Trust, the City is required to select an investment strategy, (or "Asset Allocation Strategy"). The purpose of this agenda item is twofold: (1) to receive Council approval regarding the recommended investment strategy and (2) to receive Council authorization to make an initial deposit of \$1 million into the Trust.

Investment Options

The PARS Trust program offers five investment portfolios, listed below from relatively lowest risk and return to highest risk and return as well as a custom investment strategy option:

1. Conservative
2. Moderately Conservative
3. Moderate
4. Balanced
5. Capital Appreciation

As illustrated within Attachment #1, PARS Pension Investment Selection presentation, each of these portfolios, or strategic asset allocation strategies, includes a differing percentage of the portfolio invested in equities (stocks), fixed income (bonds/notes) and cash with different investment objectives and performance. The Conservative portfolio includes a blend of equities (5-20%), fixed income (60-95%) and cash (0-20%). On the other end of the spectrum, the Capital Appreciation portfolio is heavily focused on equities (65-85%), followed by fixed income (10-30%) and cash (0-20%). In general, the amount of equities within an investment portfolio, while enhancing returns, also assumes increased risk and volatility. Table 1 below shows the annualized investment returns for the investment strategies. As of June 30, 2021, the allocation strategy utilized by PARS Clients included conservative (5%), moderately conservative (36%), moderate (37%), balanced (10%), capital appreciation (5%) and other (7%).

Table 1: Investment Strategies Summary

Investment Strategy	Portfolio Investment Objectives			Percentage of PARS Clients Using Strategy	Annualized Total Investment Returns		
	Equities	Fixed Income	Cash		1 Year	3 Year	5 Year
Conservative	5-20%	60-95%	0-20%	5%	5.88%	6.55%	4.71%
Moderately Conservative	20-40%	50-80%	0-20%	36%	11.58%	8.18%	6.56%
Moderate	40-60%	40-60%	0-20%	37%	19.88%	10.20%	9.04%
Balanced	50-70%	30-50%	0-20%	10%	24.26%	11.22%	10.27%
Capital Appreciation	65-85%	10-30%	0-20%	5%	32.31%	13.14%	12.64%

Recommendation and Rationale

Staff recommends that Council approve the selection of the moderately conservative investment strategy. As of March 2021, the investment objectives for the moderately conservative strategy includes 30% in equities, 65% in fixed income and 5% in cash. This investment strategy seeks to provide current income with capital appreciation as a secondary objective, noting that market fluctuation is expected.

Some factors to consider in determining an investment strategy include the investment objective, investment time horizon, anticipated cash flow and risk tolerance. The City's goal is to achieve a reasonable level of return on its trust investments to create additional resources to help offset the City's future pension obligations. Many jurisdictions develop an investment strategy with higher risk with the intention of increasing the funded ratios of their pension plans. While this is a laudable goal, the City's primary objective is to help create a buffer to smooth out increases in its pension liability over time. In particular, based upon the June 30, 2020 Actuarial Valuation reports prepared by CalPERS on August 13, 2021, the City's unfunded accrual liability increases from \$1.8 million in Fiscal Year 21-22 to \$2.1 million in Fiscal Year 22-23 with

incremental increases each year until approaching \$2.7 million in Fiscal Year 27-28. Based upon this projection, staff anticipates utilizing the trust within the next five to six years to help mitigate the increased pension costs. The moderately conservative strategy aligns with this time horizon.

The moderately conservative approach also seeks to balance the potential rate of return with sensitivity to risk. The annualized total return for a passive moderately conservative strategy for the current quarter is 3.25% as compared to 2.40% for conservative portfolio and 4.39% for moderate. (In comparison, current 5-year CD options are 0.850%, 0.950% and 1.050% respectively.) The moderately conservative strategy assists the City with a better return on investments compared to other options, while also mitigating potential risk. When looking at historical performance for the period of 2008- 2020, the 13-year average is 4.33% for conservative 5.17% for moderately conservative and 6.49% for moderate. However, during this period, the returns for 2008 were -6.7%, -12.4% and -18.14% for conservative, moderately conservative and moderate respectively, illustrating that the more aggressive returns are also subject to potentially greater losses.

In addition to the investment portfolio options, the PARS Trust allows the City to choose either an active or passive portfolio option. An active portfolio utilizes mutual funds and has the advantage of achieving a better return on investment. However, this approach requires a greater dependency on the skills of the portfolio manager and thus results in a higher expense ratio compared to the passive platform (index funds). The expense ratio for passive is 0.07% to 0.11% compared to 0.46% to 0.52% for active. Approximately 54% of PARS clients use the active platform while 46% use the passive platform. Based upon the moderately conservative portfolio, the annualized total returns for the current quarter are similar 3.67% and 3.25% for active and passive respectively. However, the 1-year return is 14.19% versus 11.58% and the five-year return is 7.25% and 6.56%. While the rate of return is superior for the active platform, staff recommends using the passive platform based upon the fees.

Next steps

Upon receiving Council's approval of an investment strategy, the City Administrator will finalize the execution of various documents to establish the Trust. City staff will work with PARS, HighMark Capital Management and US Bank to develop a schedule of payments to deposit \$1 million into the Trust. Staff will provide investment reports to Council on a quarterly basis and review the investment strategy annually. In addition, staff will bring forth investment guidelines pertaining to the Trust for Councils' approval and continue to work on updating the City's financial policies to incorporate a pension funding policy.

FISCAL IMPACT:

The PARS fees for trust administration, investment management and trustee are 0.60% for assets under \$5 million. Based upon the \$1 million initial deposit, the City will pay \$6,000 in fees. The Adopted Fiscal Year 2021-2022 includes \$1 million for pension mitigation. From a cash flow and timing perspective, two Certificates of Deposits (CDS) mature in August 2021 and staff will use these funds toward the initial deposit into the Trust.

PRIOR CITY COUNCIL ACTION:

On August 2, 2021, Council authorized the adoption of a Section 115 Trust known as the Public Agencies Post Employment Benefits Trust administered by the Public Agency Retirement Services (PARS).

ATTACHMENTS:

Attachment #1- PARS Investment Selection presentation

Attachment #2 - Resolution 2021-055 Approving PARS Trust Investment Portfolio Strategy and Deposit

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.



CITY OF CARMEL

Pension Investment Selection

August, 2021

CONTACTS



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Director, Senior Portfolio Manager
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andrew.brown@highmarkcapital.com

INVESTMENT SELECTION CHECKLIST

- 115 Trust Team
- Investment Selection Form
- Actuarial Valuation – Pension
- Efficient Frontier
- Active vs. Passive
- Quarterly Performance Sheets
- IGD (Investment Guidelines Document)
- Averaging-in Period
- Review Frequency

PARS 115 TRUST TEAM

Trust Administrator & Consultant



- Recordkeeping
- Sub-trust accounting
- Monitors plan compliance
- Processes contributions/disbursements
- Hands-on, dedicated support teams
- Coordinates all agency services

37

Years of Experience
(1984-2021)

2,000+

Plans under
Administration

1,000+

Public Agency
Clients

430+

115 Trust Clients

500K+

Plan Participants

\$6.0B

Assets under
Administration

Trustee



- 5th largest commercial bank and one of the nation's largest trustees for Section 115 trusts
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

158

Years of Experience
(1863-2021)

\$5.0T

Assets under
Administration

Investment Manager



- Investment sub-advisor to trustee U.S. Bank
- Investment policy assistance
- Uses open architecture
- Active and passive platform options
- Customized portfolios (with minimum asset level)

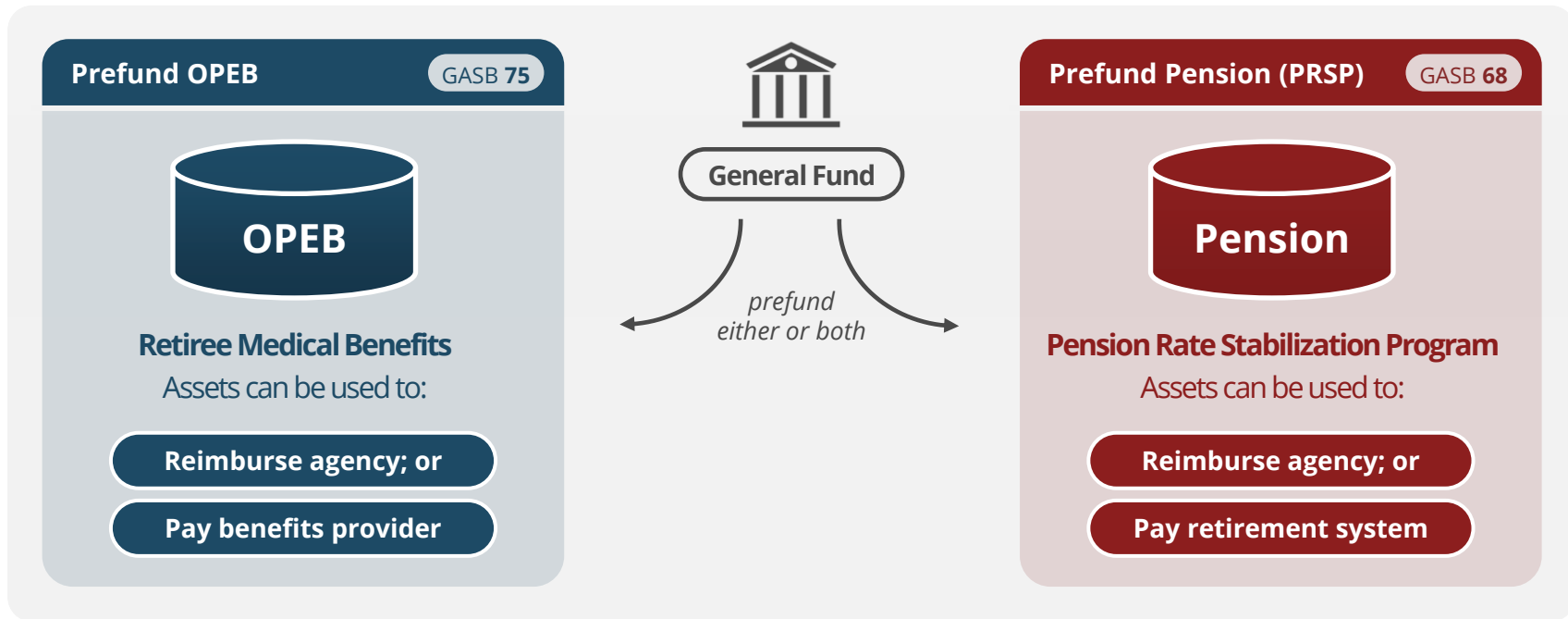
102

Years of Experience
(1919-2021)

\$18.2B

Assets under
Management &
Advisement

PARS IRS-APPROVED SECTION 115 TRUST



Subaccounts

OPEB and pension assets are individually sub-accounted, and can be divided by dept., bargaining group, or cost center



Financial Stability

Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.



Flexible Investing

Allows separate investment strategies for OPEB and pension subaccounts.



Anytime Access

Trust funds are available anytime; OPEB for OPEB and pension for pension.



Economies-of-Scale

OPEB and pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!



No Set Up Cost or Minimums

No set-up costs, no minimum annual contribution amounts, and no fees until assets are added.

Investment Strategy Selection and Disclosure Form

PARS Pension / OPEB Trust Program

■ This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

■ Employer: _____

■ Plan/Trust Name: Public Agencies Post-Employment Benefits Trust

■ To: HighMark Capital Management, Inc. and U.S. Bank:

U.S. Bank has been or is hereby appointed Investment Manager of the above-referenced Plan/Trust. Please invest the assets of the above-referenced Plan/Trust for which you have been appointed Investment Manager in the **(select one of the strategies listed below for each Plan funded by the Trust)**:

DIVERSIFIED PORTFOLIOS

☐	OPEB Account	☐	Pension Account	Primary Goal	Strategic Range
☐	Liquidity Management (US Treasury)	☐	Liquidity Management (US Treasury)	Provide current income with liquidity and stability of principal through investments in short-term U.S. Treasury obligations.	Money Market Fund
☐	Liquidity Management (Prime Obligation)	☐	Liquidity Management (Prime Obligation)	Generate current income with liquidity.	Money Market Fund
☐	Conservative HighMark PLUS	☐	Conservative HighMark PLUS	Provide a consistent level of inflation-protected income over the long-term.	Equity: 5-20%
☐	Conservative Index PLUS	☐	Conservative Index PLUS		Fixed Income: 60-95%
					Cash: 0-20%
☐	Moderately Conservative HighMark PLUS	☐	Moderately Conservative HighMark PLUS	Provide current income with capital appreciation as a secondary objective.	Equity: 20-40%
☐	Moderately Conservative Index PLUS	☐	Moderately Conservative Index PLUS		Fixed Income: 50-80%
					Cash: 0-20%
☐	Moderate HighMark PLUS	☐	Moderate HighMark PLUS	Provide current income and moderate capital appreciation.	Equity: 40-60%
☐	Moderate Index PLUS	☐	Moderate Index PLUS		Fixed Income: 40-60%
					Cash: 0-20%
☐	Balanced HighMark PLUS	☐	Balanced HighMark PLUS	Provide growth of principal and income.	Equity: 50-70%
☐	Balanced Index PLUS	☐	Balanced Index PLUS		Fixed Income: 30-50%
					Cash: 0-20%
☐	Capital Appreciation HighMark PLUS	☐	Capital Appreciation HighMark PLUS	Primary goal is growth of principal.	Equity: 65-85%
☐	Capital Appreciation Index PLUS	☐	Capital Appreciation Index PLUS		Fixed Income: 10-30%
					Cash: 0-20%
☐	Custom	☐	Custom	Specify:	

Note: HighMark PLUS portfolios are diversified portfolios of actively managed mutual funds. Index PLUS portfolios are diversified portfolios of Index-based mutual funds or exchange-traded funds.

Acknowledged and Approved

Signature of Authorized Signer _____

Title _____

Print Name of Authorized Signer _____

Date _____



PENSION FUNDING STATUS

As of June 30, 2019, City of Carmel's CalPERS pension plan is funded as follows:

Combined Miscellaneous & Safety Groups *	Valuation as of June 30, 2018	Valuation as of June 30, 2019	Change
Actuarial Liability	\$77.6 M	\$82.3 M	6.1% ↑
Assets	\$55.2 M	\$58.0 M	4.9% ↑
Unfunded Liability	\$22.3 M	\$24.3 M	8.8% ↑
Funded Ratio	71.2%	70.5%	1.1% ↓
Employer Contribution Amount	\$2.1 M (FY 19-20)	\$2.4 M (FY 20-21)	14.0% ↑
Employer Contribution Amount – Projected *	---	\$3.4 M (FY 26-27)	41.2% ↑

* Data through 2026-27 from Agency's latest CalPERS actuarial valuation.

HIGHMARK CAPITAL MANAGEMENT

Company Profile



LONGEVITY

Managing assets for clients since **1919***



STABILITY

Investment boutique structure headquartered in San Francisco backed by global strength within MUFG Union Bank, N.A. and Mitsubishi UFJ Financial Group.

TALENT



44 investment professionals

25 professionals hold the Chartered Financial Analyst® (CFA) designation





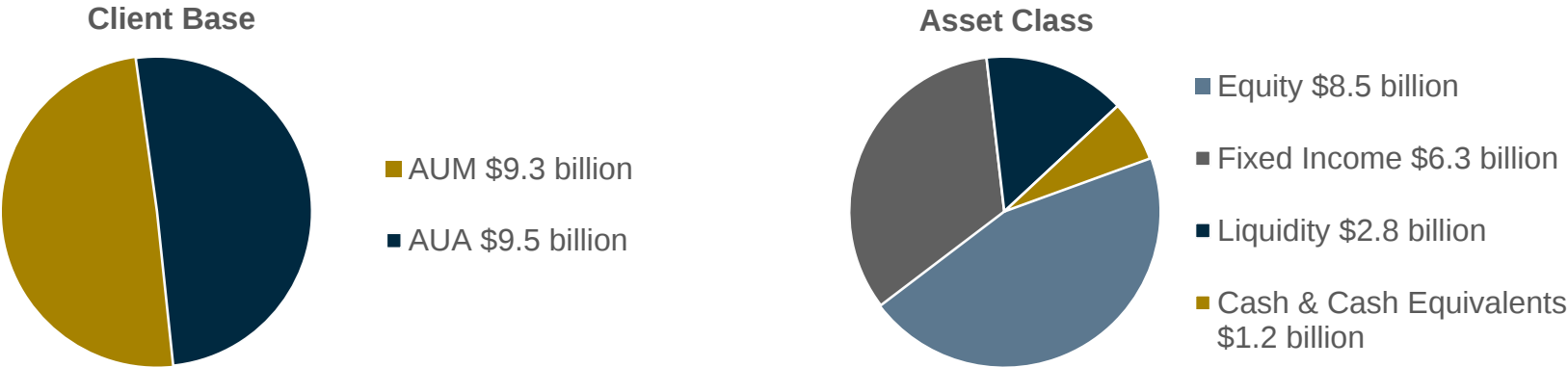
22 years average industry experience

LOCATIONS

- San Francisco***
- San Diego
- La Jolla
- Irvine
- Los Angeles
- Beverly Hills
- Santa Barbara
- Portland
- Tacoma
- Seattle

ASSETS UNDER MANAGEMENT AND ADVISEMENT**

\$18.8 billion as of 6/30/2021



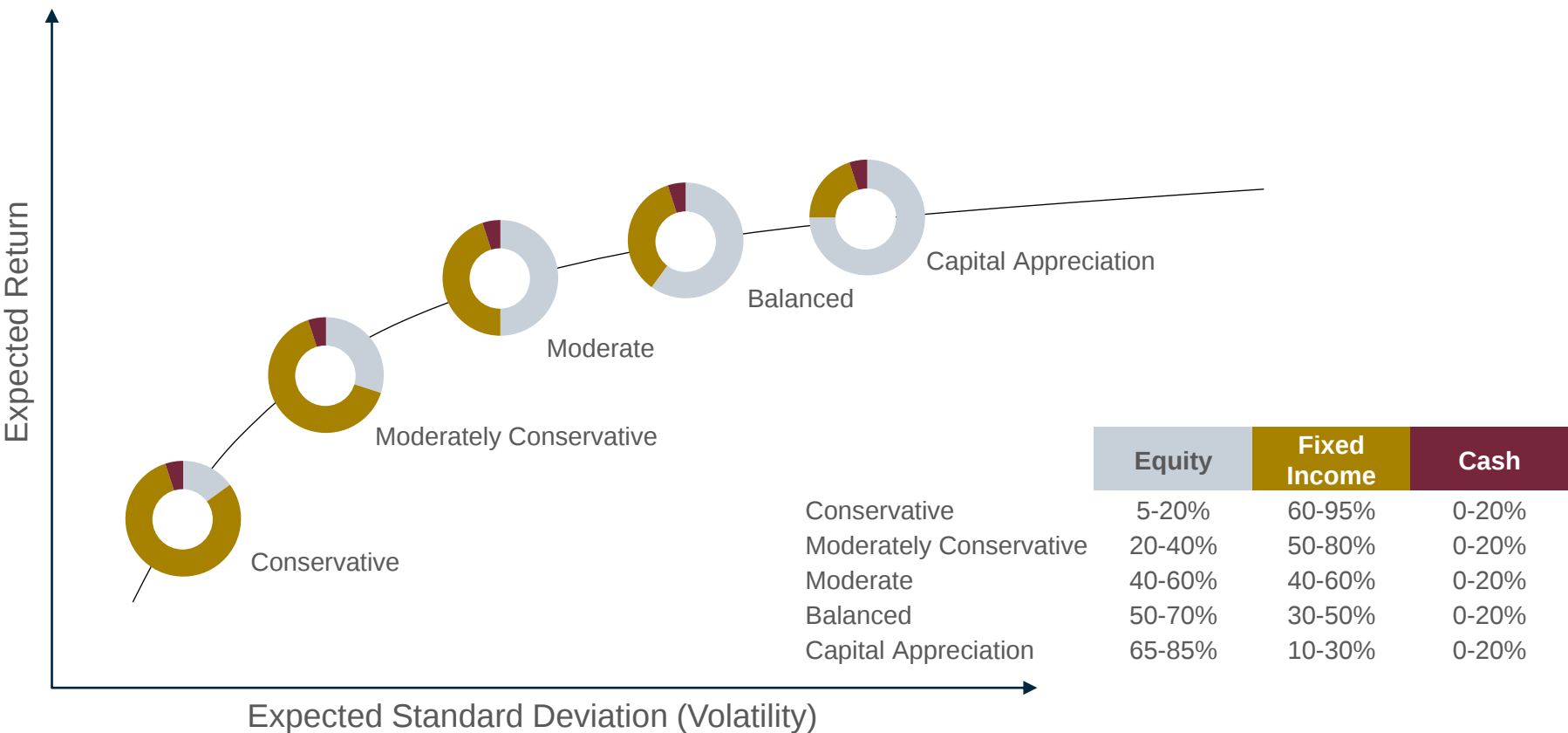
*Includes predecessor organizations. HighMark Capital Management, Inc. registered with the SEC as an investment adviser on August 7, 1998.

**Assets under management (“AUM”) include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement (“AUA”) include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.

***San Francisco denotes HighMark’s main office. Please refer to HighMark’s ADV for additional locations.

Establish: Determine your Strategic Asset Allocation Strategy

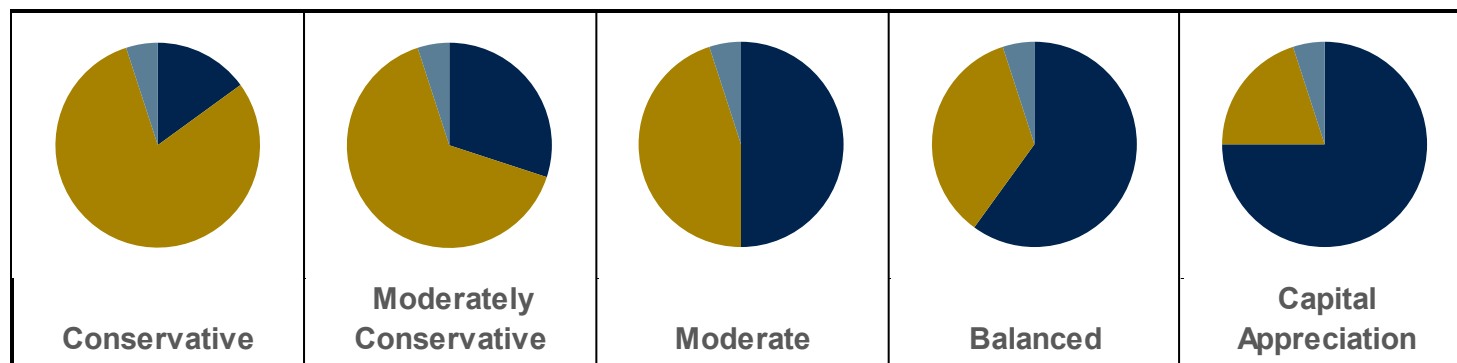
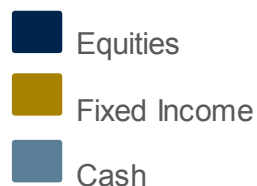
Efficient frontier of portfolios with varying ranges of equities and fixed income



Each Investment Objective reflects the associated PARS Diversified Portfolio as of 6/30/2021. A client's portfolio construction may vary depending on the client's investment needs, objectives, and restrictions as well as the prevailing market conditions at the time of investment.

PARS Investment Objectives

As of March 2021



Equity	15.00%	30.00%	50.00%	60.00%	75.00%
Large Cap Core	7.50%	15.50%	26.50%	32.00%	39.50%
Mid Cap Core	1.50%	3.00%	5.00%	6.00%	7.50%
Small Cap Core	2.50%	4.50%	7.50%	9.00%	10.50%
Real Estate	0.50%	1.00%	1.75%	2.00%	2.00%
International	2.00%	4.00%	6.00%	7.00%	10.25%
Emerging Markets	1.00%	2.00%	3.25%	4.00%	5.25%
Fixed Income	80.00%	65.00%	45.00%	35.00%	20.00%
Short Term Bond	25.75%	14.00%	10.00%	6.75%	3.00%
Intermediate Term Bond	52.25%	49.25%	33.50%	27.00%	16.00%
High Yield	2.00%	1.75%	1.50%	1.25%	1.00%
Cash	5.00%	5.00%	5.00%	5.00%	5.00%
Expected Return	4.45%	5.14%	5.89%	6.22%	6.64%
Expected Standard Deviation	3.43%	5.15%	8.24%	9.92%	12.53%

The above information is for illustrative purposes only and is not intended to provide investment recommendations as to which securities to buy or sell, or when to buy or sell securities. Each Sample Portfolio is a hypothetical portfolio only and does not reflect actual investment decisions or recommendations and does not represent actual trading or actual portfolio performance. An actual client's portfolio construction and performance may vary depending on the client's investment needs, objectives, restrictions, and market conditions. Asset allocation ranges and performance for each investment objective may also vary depending on the prevailing market conditions. Past performance is no indication of future results. For institutional investor use only. Data as of March 2021.

*Expected Returns are based on 30-year returns for various asset classes. Please see disclosure page for additional details on Expected Return and Expected Standard Deviation.

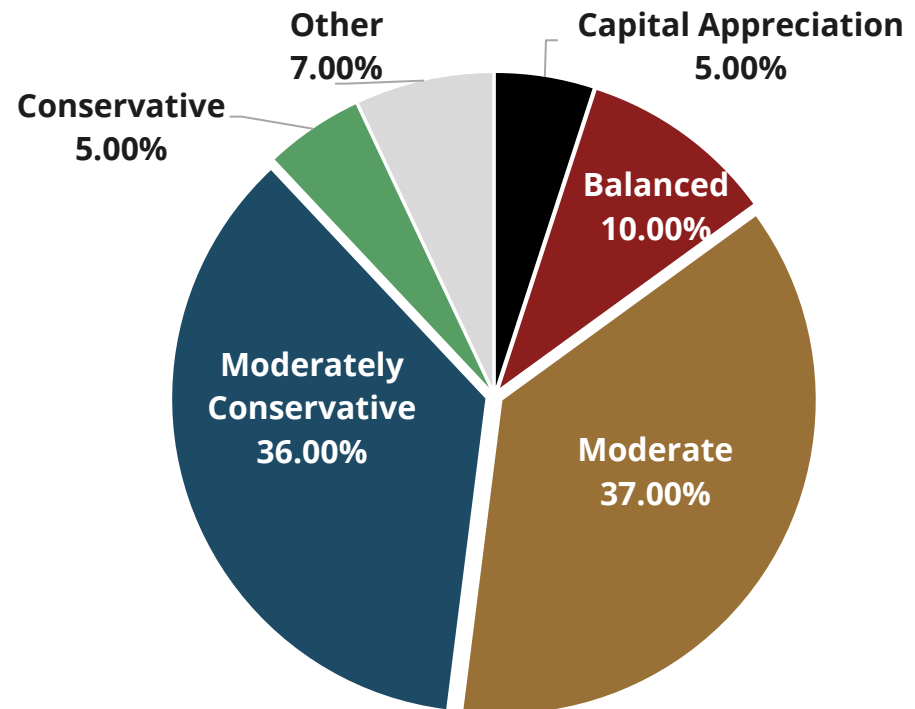
Source: Factset

PRSP STRATEGY ALLOCATION – CLIENTS

As of June 30, 2021

HIGHMARK CAPITAL MANAGEMENT

Strategy	Allocation (%)
Capital Appreciation (65-85% Equity)	5.00%
Balanced (50-70% Equity)	10.00%
Moderate (40-60% Equity)	37.00%
Mod. Conservative (20-40% Equity)	36.00%
Conservative (5-20% Equity)	5.00%
Other (Custom)	7.00%
TOTAL	100.00%



Active Platform: 54% / Passive Platform: 46%

Construct Your Plan's Portfolio: PARS Diversified Portfolios – Tactical Allocation



	Conservative	Moderately Conservative	Moderate	Balanced	Capital Appreciation
Equity	5-20%	20-40%	40-60%	50-70%	65-85%
<i>Current Tactical</i>	15.75%	31.50%	52.50%	63.00%	78.75%
Large Cap Blend	4.52%	8.90%	15.19%	18.49%	23.29%
Large Cap Value	1.93%	3.98%	6.77%	8.12%	9.96%
Large Cap Growth	1.68%	3.48%	5.94%	7.12%	8.71%
Mid Cap Blend	1.14%	2.29%	3.74%	4.57%	5.71%
Real Estate	0.50%	1.05%	1.77%	2.00%	2.00%
Small Cap Value	1.25%	2.29%	3.79%	4.50%	5.25%
Small Cap Growth	1.25%	2.29%	3.79%	4.50%	5.25%
International	2.08%	4.41%	6.89%	8.12%	11.48%
Emerging Markets	1.39%	2.80%	4.63%	5.57%	7.10%
Fixed Income	60-95%	50-80%	40-60%	30-50%	10-30%
<i>Current Tactical</i>	83.25%	68.00%	46.50%	36.00%	20.25%
Short Term Bond	16.20%	11.69%	8.45%	5.75%	2.33%
High Yield	3.13%	2.67%	2.14%	1.75%	1.29%
Intermediate Term Bond	63.91%	53.15%	35.91%	28.50%	16.63%
Cash	0-20%	0-20%	0-20%	0-20%	0-20%
<i>Current Tactical</i>	1.00%	1.00%	1.00%	1.00%	1.00%
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%

Each Investment Objective reflects the associated PARS Diversified Portfolio as of 6/30/2021. A client's portfolio construction may vary depending on the client's investment needs, objectives, and restrictions as well as the prevailing market conditions at the time of investment.

Construct Your Plan's Portfolio: PARS Diversified Portfolios – Active v. Passive

	HighMark Plus (Active)		Index Plus (Passive)	
Equity	Ticker	Fund Name	Ticker	Fund Name
Large Cap Blend	COFYX	Columbia Contrarian Core I3	IVV	iShares Core S&P 500 ETF
Large Cap Blend	VGIAX	Vanguard Growth & Income Adm		
Large Cap Value	DODGX	Dodge & Cox Stock	IVE	iShares S&P 500 Value ETF
Large Cap Value	IVE	iShares S&P 500 Value ETF		
Large Cap Growth	HNACX	Harbor Capital Appreciation Ret	IVW	iShares S&P 500 Growth ETF
Large Cap Growth	PRUFX	T. Rowe Price Growth Stock I		
Mid Cap Blend	IWR	iShares Russell Mid-Cap ETF	IWR	iShares Russell Mid-Cap ETF
Real Estate	VNQ	Vanguard Real Estate ETF	VNQ	Vanguard Real Estate ETF
Small Cap Value	UBVFX	Undiscovered Managers Behavioral Val R6	IWN	iShares Russell 2000 Value ETF
Small Cap Growth	RSEJX	Victory RS Small Cap Growth R6	IWO	iShares Russell 2000 Growth ETF
International	DFALX	DFA Large Cap International Portfolio		
International	DODFX	Dodge & Cox International Stock		
International	MGRDX	MFS International Growth R6	IEFA	iShares Core MSCI EAFE ETF
Emerging Markets	HHHFX	Hartford Schroders Emerging Mkts Eq F	VWO	Vanguard FTSE Emerging Markets ETF
Fixed Income	Ticker	Fund Name	Ticker	Fund Name
Short Term Bond	VFSUX	Vanguard Short-Term Investment-Grade Adm	VFSUX	Vanguard Short-Term Investment-Grade Adm
High Yield Bond	PHIYX	PIMCO High Yield Instl	VWEAX	Vanguard High-Yield Corp Adm
Intermediate Term Bond	PTTRX	PIMCO Total Return Instl	AGG	iShares Core U.S. Aggregate Bond
Intermediate Term Bond	PTRQX	PGIM Total Return Bond Q		
Intermediate Term Bond	DBLFX	DoubleLine Core Fixed Income I		
Cash				
Characteristics				
Fund Manager Dependency		Higher dependency on portfolio manager skill		Tracks index, thus little-to-no dependency on portfolio manager skill.
Opportunity to Outperform Index		Opportunity to outperform index		Typically performs below index after fees.
Costs		Higher expense ratios due to portfolio manager skill		Lower expense ratio due to little dependency on portfolio manager skill or opportunity for outperformance.

Each Investment Objective reflects the associated PARS Diversified Portfolio as of 6/30/2021. A client's portfolio construction may vary depending on the client's investment needs, objectives, and restrictions as well as the prevailing market conditions at the time of investment. Specific securities identified above do not represent all of the securities purchased, sold or recommended for advisory clients, and you should not assume that investments in the securities identified in this presentation were or will be profitable.

Report: Responsive and Proactive Client Communication

HighMark's dedicated investment team continuously seeks to add value to our relationship with your organization.

- Integrated client service program established with PARS over the last 25 years
- We have a tradition of interactive client service to maintain a strong relationship delivered by local portfolio managers
- You benefit from face-to-face meetings and scheduled conference calls with your client service team and portfolio management team
- You receive regular communications in a variety of formats
 - Account holdings and transactions
 - Quarterly performance evaluation reports
 - Investment outlook and economic updates



Andrew Brown, CFA
Director
Sr. Portfolio Manager
Northern California



Christiane Tsuda
Vice President
Sr. Portfolio Manager
San Diego



Hoddy Fritz
Director
Business
Development
Southern California



Anne Wimmer, CFA
Director
Sr. Portfolio Manager
Los Angeles



Tory Milazzo, CFA
Vice President
Sr. Portfolio Manager
Central Coast



Randy Yurchak, CFA
Vice President
Sr. Portfolio Manager
Northern California



Keith Stribling, CFA
Vice President
Sr. Portfolio Manager
Orange County

Disclosures

Each strategy represented as a Sample Portfolio is a hypothetical portfolio only and does not reflect actual investment decisions or recommendations. It is solely for illustrative purposes and is subject to change at any time. It is not intended to represent a specific investment. It does not reflect the liquidity constraints of actual investing or the impact that material economic and market factors may have on an investment adviser's decision-making. Investors cannot invest in the Sample Portfolio and actual investment results may differ materially. An account could incur losses as well as gains. The Sample Portfolio does not reflect the deduction of advisory fees, brokerage, commissions, or any other actual client expenses, which would reduce investor returns. The sample portfolio does not always reflect the potential impact of active management, excluding those investments that are only available from an active manager. Advisory fees are described in Form ADV, Part 2A and are available upon request.

A Sample Portfolio's expected return (comprised of capital appreciation and income/dividends) is calculated the following way:

1. The expected return of each asset class in a given Sample Portfolio is determined through a combination of historical rates of returns, valuation projections, and economic expectations. Expected rates of return are provided by HighMark proprietary research which incorporates Wilshire Associates Incorporated assumptions. Expected rates of return are developed and annually reviewed by HighMark's Asset Allocation Committee.
2. With 30-year forecasts for U.S. Treasuries, Wilshire's ten year forecast for U.S. Treasuries is used as the assumed return for the first ten years of the 30-year period. Over the following twenty years (years 11-30), Wilshire's ULT forecast is used as the assumed return for U.S. Treasuries. The resulting combination of the assumed return on U.S. Government bonds over the two periods becomes HighMark's 30-year forecast subject to rounding. All other taxable fixed income asset classes are derived from the expected return on U.S. Treasuries plus a credit or term premium consistent with those of the ten year forecasts.
3. With 30-year forecasts for global equity, Wilshire's ten year forecast for global equity is used as the assumed return for the first ten years of the 30-year period. Over the following twenty years (years 11-30), Wilshire's ULT forecast is used as the assumed return for global equities. The return on cash over this period is derived from the 10 and 30-year cash assumptions. The resulting combination of the assumed global equity returns over the two periods becomes HighMark's 30-year forecast subject to rounding.
4. Returns reflect the reinvestment of dividends, interests, and other distributions.
5. An expected return for the Sample Portfolio is then calculated by weighting the returns for each asset class according to the exposure as determined by HighMark's current strategic allocation.

Expected returns generated are before taxes and any fees. The standard deviation for an asset class represents its possible divergence of the actual return for an asset class from its expected return. It is a statistical measure of the potential magnitude of volatility of an asset class from its expected return. The range of returns may be higher or lower than those predicted by expected standard deviation.

In certain sub asset classes where Wilshire does not provide a discrete 10-year return forecast, HighMark supplements Wilshire's 10-year expected returns with its proprietary methodology which is based on various market and economic factors some of which are described below. To obtain a full copy of the methodology please contact IMTProduct@unionbank.com.

- US Equities – Expected returns at sub asset class level are determined by starting with Wilshire Broad Market 10 year forecast and interpolating into sub asset class returns by referencing Wilshire 5000 index data.
- Municipal Bonds – HighMark determines expected returns by assuming there will be historical return discounts for municipal bonds relative to U.S. Treasuries.
- Alternative Investments - Expected total return forecasts for alternative investments begin with the forecast for the return on cash over the respective time-horizon and adjusting for estimating the Sharpe ratio (excess return / standard deviation) of each alternative strategy based on the observed long-term performance of a representative strategy specific hedge fund peer group index.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

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PARS DIVERSIFIED PORTFOLIOS CONSERVATIVE

Q2 2021

WHY THE PARS DIVERSIFIED CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

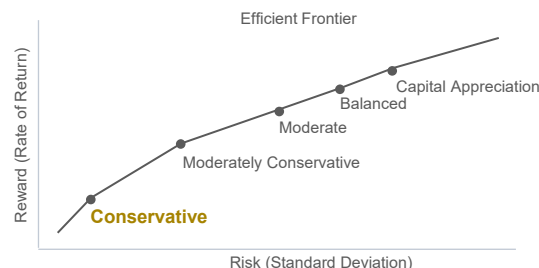
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide a consistent level of inflation-protected income over the long-term. The major portion of the assets will be fixed income related. Equity securities are utilized to provide inflation protection.



ASSET ALLOCATION — CONSERVATIVE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	5 – 20%	15%	16%
Fixed Income	60 – 95%	80%	83%
Cash	0 – 20%	5%	1%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)

Current Quarter*	2.84%
Blended Benchmark*, **	2.09%
Year To Date*	1.64%
Blended Benchmark*, **	1.33%
1 Year	8.00%
Blended Benchmark**	6.08%
3 Year	6.99%
Blended Benchmark**	6.30%
5 Year	5.32%
Blended Benchmark**	4.71%
10 Year	4.63%
Blended Benchmark**	4.20%

Index Plus Composite (Passive)

Current Quarter*	2.40%
Blended Benchmark*, **	2.09%
Year To Date*	1.18%
Blended Benchmark*, **	1.33%
1 Year	5.88%
Blended Benchmark**	6.08%
3 Year	6.55%
Blended Benchmark**	6.30%
5 Year	4.71%
Blended Benchmark**	4.71%
10 Year	4.29%
Blended Benchmark**	4.20%

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 - Present: 7.5% S&P500, 1.5% Russell Mid Cap, 2.5% Russell 2000, 1% MSCI EM (net), 2% MSCI EAFE (net), 52.25% BBG Barclays US Agg, 25.75% ICE BofA 1-3 Yr US Corp/Gov't, 2% ICE BofA US High Yield Master II, 0.5% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012, the blended benchmark was 12% S&P 500; 1% Russell 2000, 2% MSCI EAFE (net), 40% ICE BofA 1-3 Year Corp./Gov't, 40% BBG Barclays US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007, the blended benchmark was 15% S&P 500, 40% ICE BofA 1-3Yr Corp/Gov't, 40% BBG Barclays US Agg, and 5% FTSE 1 Mth US T-Bill.

ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)

2008	-9.04%
2009	15.59%
2010	8.68%
2011	2.19%
2012	8.45%
2013	3.69%
2014	3.88%
2015	0.29%
2016	4.18%
2017	6.73%
2018	-1.35%
2019	11.05%
2020	9.03%

Index Plus Composite (Passive)

2008	-6.70%
2009	10.49%
2010	7.67%
2011	3.70%
2012	6.22%
2013	3.40%
2014	4.32%
2015	0.06%
2016	3.75%
2017	5.52%
2018	-1.09%
2019	10.37%
2020	8.56%

PORTFOLIO FACTS

HighMark Plus (Active)

Composite Inception Date	07/2004
No of Holdings in Portfolio	20

Index Plus (Passive)

Composite Inception Date	07/2004
No of Holdings in Portfolio	13

HOLDINGS

HighMark Plus (Active)

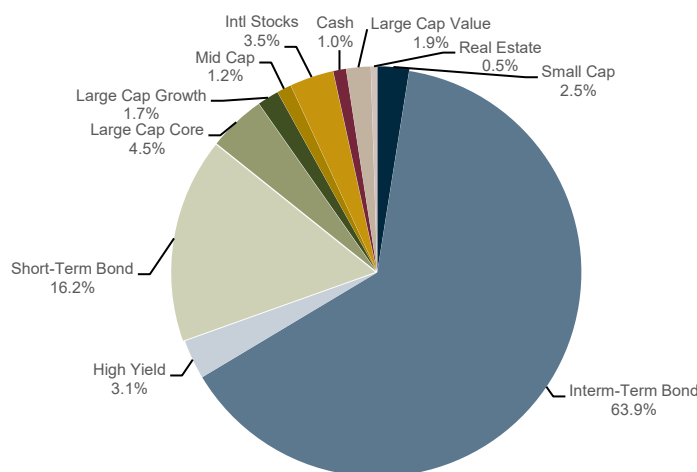
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO High Yield Instl
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares Core MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
Vanguard High-Yield Corp Adm
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Conservative active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with \$9.3 billion in assets under management and \$9.5 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee

Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group

Number of Members: 8
Average Years of Experience: 20
Average Tenure (Years): 9

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.

PARS DIVERSIFIED PORTFOLIOS MODERATELY CONSERVATIVE

Q2 2021

WHY THE PARS DIVERSIFIED MODERATELY CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

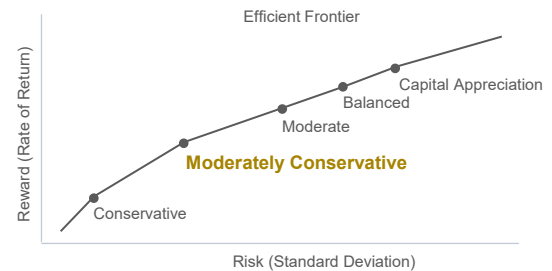
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide current income, with capital appreciation as a secondary objective. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.



ASSET ALLOCATION — MODERATELY CONSERVATIVE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	20 - 40%	30%	32%
Fixed Income	50 - 80%	65%	67%
Cash	0 - 20%	5%	1%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
Current Quarter*	3.67%	Current Quarter*	3.25%
Blended Benchmark*,**	3.12%	Blended Benchmark*,**	3.12%
Year To Date*	3.97%	Year To Date*	3.50%
Blended Benchmark*,**	3.47%	Blended Benchmark*,**	3.47%
1 Year	14.19%	1 Year	11.58%
Blended Benchmark**	11.97%	Blended Benchmark**	11.97%
3 Year	8.62%	3 Year	8.18%
Blended Benchmark**	8.24%	Blended Benchmark**	8.24%
5 Year	7.25%	5 Year	6.56%
Blended Benchmark**	6.78%	Blended Benchmark**	6.78%
10 Year	6.01%	10 Year	5.73%
Blended Benchmark**	5.89%	Blended Benchmark**	5.89%

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 - Present: 15.5% S&P500, 3% Russell Mid Cap, 4.5% Russell 2000, 2% MSCI EM (net), 4% MSCI EAFE (net), 49.25% BBG Barclays US Agg, 14% ICE BofA 1-3 Yr US Corp/Gov't, 1.75% ICE BofA US High Yield Master II, 1% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 - 9/30/2012: the blended benchmark was 25% S&P 500; 1.5% Russell 2000, 3.5% MSCI EAFE (net), 25% ICE BofA 1-3 Year Corp./Gov't, 40% BBG Barclays US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007, the blended benchmark was 30% S&P 500, 25% ICE BofA 1-3Yr Corp/Gov't, 40% BBG Barclays US Agg, and 5% FTSE 1 Mth US T-Bill.

ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
2008	-15.37%	2008	-12.40%
2009	18.71%	2009	11.92%
2010	10.46%	2010	9.72%
2011	1.75%	2011	3.24%
2012	10.88%	2012	8.24%
2013	7.30%	2013	6.78%
2014	4.41%	2014	5.40%
2015	0.32%	2015	-0.18%
2016	4.94%	2016	5.42%
2017	9.56%	2017	8.08%
2018	-2.60%	2018	-2.33%
2019	13.73%	2019	13.53%
2020	10.76%	2020	9.74%

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Composite Inception Date	08/2004	Composite Inception Date	05/2005
No of Holdings in Portfolio	20	No of Holdings in Portfolio	13

HOLDINGS

HighMark Plus (Active)

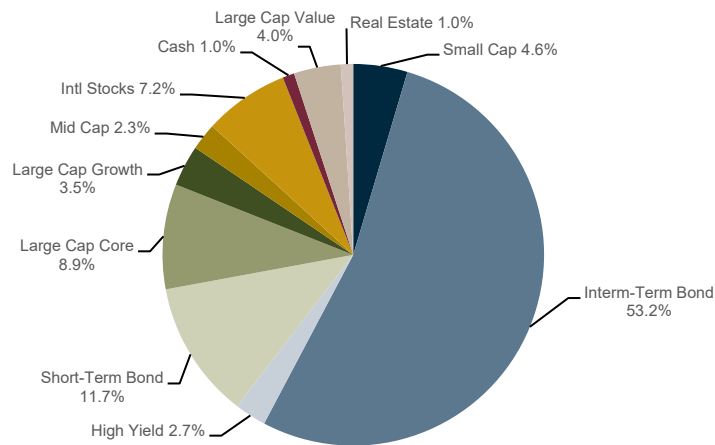
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO High Yield Instl
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares Core MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
Vanguard High-Yield Corp Adm
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent a size-weighted composite of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Moderately Conservative active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with \$9.3 billion in assets under management and \$9.5 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee

Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group

Number of Members: 8
Average Years of Experience: 20
Average Tenure (Years): 9

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.

PARS DIVERSIFIED PORTFOLIOS MODERATE

Q2 2021

WHY THE PARS DIVERSIFIED MODERATE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

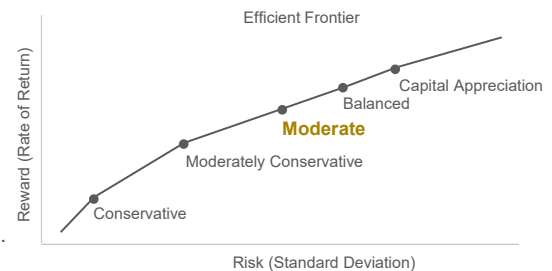
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide current income and moderate capital appreciation. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.



ASSET ALLOCATION — MODERATE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	40 - 60%	50%	53%
Fixed Income	40 - 60%	45%	46%
Cash	0 - 20%	5%	1%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)

Current Quarter*	4.77%
Blended Benchmark*,**	4.30%
Year To Date*	7.12%
Blended Benchmark*,**	6.66%
1 Year	22.58%
Blended Benchmark**	20.51%
3 Year	10.87%
Blended Benchmark**	10.52%
5 Year	9.90%
Blended Benchmark**	9.43%
10 Year	7.81%
Blended Benchmark**	7.96%

Index Plus Composite (Passive)

Current Quarter*	4.39%
Blended Benchmark*,**	4.30%
Year To Date*	6.76%
Blended Benchmark*,**	6.66%
1 Year	19.88%
Blended Benchmark**	20.51%
3 Year	10.20%
Blended Benchmark**	10.52%
5 Year	9.04%
Blended Benchmark**	9.43%
10 Year	7.55%
Blended Benchmark**	7.96%

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 – Present: 26.5% S&P500, 5% Russell Mid Cap, 7.5% Russell 2000, 3.25% MSCI EM (net), 6% MSCI EAFE (net), 33.50% BBG Barclays US Agg, 10% ICE BofA 1-3 Yr US Corp/Gov't, 1.50% ICE BofA US High Yield Master II, 1.75% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 43% S&P 500; 2% Russell 2000, 5% MSCI EAFE (net), 15% ICE BofA 1-3 Year Corp/Gov't, 30% BBG Barclays US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007: the blended benchmark was 50% S&P 500, 15% ICE BofA 1-3Yr Corp/Gov't, 30% BBG Barclays US Agg, and 5% FTSE 1 Mth US T-Bill.

ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)

2008	-22.88%
2009	21.47%
2010	12.42%
2011	0.55%
2012	12.25%
2013	13.06%
2014	4.84%
2015	0.14%
2016	6.45%
2017	13.19%
2018	-4.03%
2019	17.71%
2020	12.92%

Index Plus Composite (Passive)

2008	-18.14%
2009	16.05%
2010	11.77%
2011	2.29%
2012	10.91%
2013	12.79%
2014	5.72%
2015	-0.52%
2016	7.23%
2017	11.59%
2018	-4.03%
2019	17.52%
2020	11.23%

PORTFOLIO FACTS

HighMark Plus (Active)

Composite Inception Date	10/2004
No of Holdings in Portfolio	20

Index Plus (Passive)

Composite Inception Date	05/2006
No of Holdings in Portfolio	13

HOLDINGS

HighMark Plus (Active)

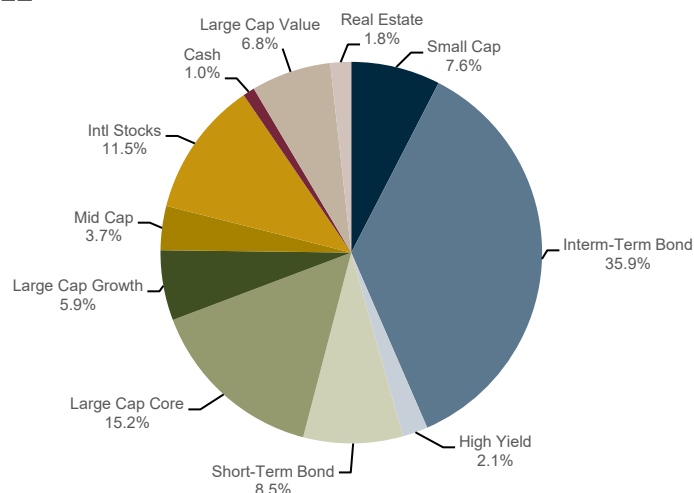
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO High Yield Instl
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares Core MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
Vanguard High-Yield Corp Adm
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Moderate active and passive objectives.

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Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT Index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

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Asset Allocation Committee

Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group

Number of Members: 8
Average Years of Experience: 20
Average Tenure (Years): 9

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PARS DIVERSIFIED PORTFOLIOS BALANCED

Q2 2021

WHY THE PARS DIVERSIFIED BALANCED PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

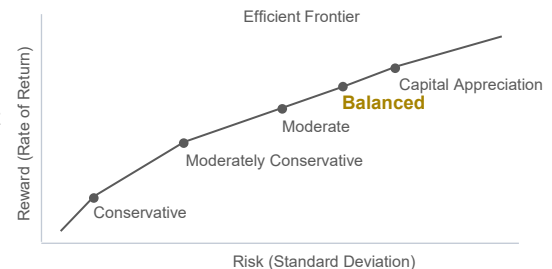
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal and income. While dividend and interest income are an important component of the objective's total return, it is expected that capital appreciation will comprise a larger portion of the total return.



ASSET ALLOCATION — BALANCED PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	50 – 70%	60%	63%
Fixed Income	30 – 50%	35%	36%
Cash	0 – 20%	5%	1%

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

ANNUALIZED TOTAL RETURNS

HighMark Plus Composite (Active)

Current Quarter*	5.33%
Blended Benchmark*, **	4.94%
Year To Date*	8.76%
Blended Benchmark*, **	8.27%
1 Year	27.05%
Blended Benchmark**	24.96%
3 Year	11.93%
Blended Benchmark**	11.66%
5 Year	11.26%
Blended Benchmark**	10.76%
10 Year	8.67%
Blended Benchmark**	9.02%

Index Plus Composite (Passive)

Current Quarter*	4.96%
Blended Benchmark*, **	4.94%
Year To Date*	8.39%
Blended Benchmark*, **	8.27%
1 Year	24.26%
Blended Benchmark**	24.96%
3 Year	11.22%
Blended Benchmark**	11.66%
5 Year	10.27%
Blended Benchmark**	10.76%
10 Year	8.40%
Blended Benchmark**	9.02%

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 – Present: 32% S&P500, 6% Russell Mid Cap, 9% Russell 2000, 4% MSCI EM (net), 7% MSCI EAFE (net), 27% BBG Barclays US Agg, 6.75% ICE BofA 1-3 Yr US Corp/Gov't, 1.25% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 51% S&P 500, 3% Russell 2000, 6% MSCI EAFE (net), 5% ICE BofA 1-3 Year Corp/Gov't, 30% BBG Barclays US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007: the blended benchmark was 60% S&P 500, 5% ICE BofA 1-3Yr Corp/Gov't, 30% BBG Barclays US Agg, and 5% FTSE 1 Mth US T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)

2008	-25.72%
2009	21.36%
2010	14.11%
2011	-0.46%
2012	13.25%
2013	16.61%
2014	4.70%
2015	0.04%
2016	6.81%
2017	15.46%
2018	-4.88%
2019	19.85%
2020	14.06%

Index Plus Composite (Passive)

2008	-23.22%
2009	17.62%
2010	12.76%
2011	1.60%
2012	11.93%
2013	15.63%
2014	6.08%
2015	-0.81%
2016	8.25%
2017	13.39%
2018	-5.05%
2019	19.59%
2020	12.07%

PORTFOLIO FACTS

HighMark Plus (Active)

Composite Inception Date	10/2006
No of Holdings in Portfolio	20

Index Plus (Passive)

Composite Inception Date	10/2007
No of Holdings in Portfolio	13

HOLDINGS

HighMark Plus (Active)

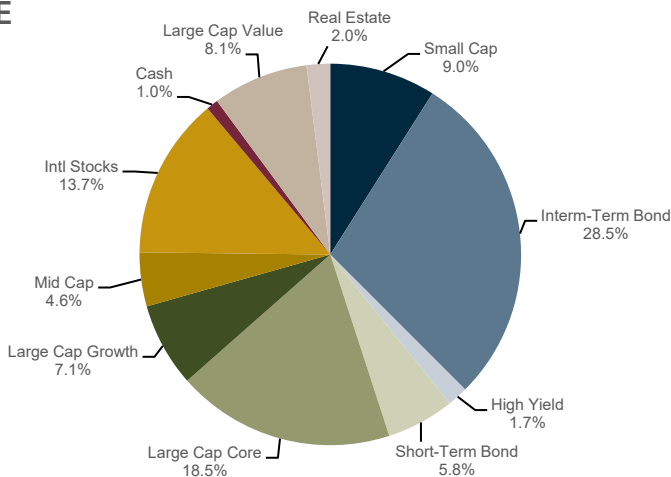
Columbia Contrarian Core I3
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STYLE



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Asset Allocation Committee

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Average Years of Experience: 26
Average Tenure (Years): 14

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PARS DIVERSIFIED PORTFOLIOS CAPITAL APPRECIATION

Q2 2021

WHY THE PARS DIVERSIFIED CAPITAL APPRECIATION PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

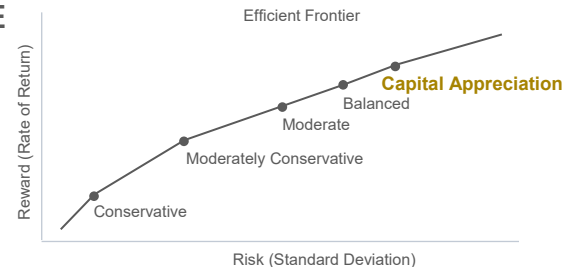
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Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.



ASSET ALLOCATION — CAPITAL APPRECIATION PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	65 - 85%	75%	79%
Fixed Income	10 - 30%	20%	20%
Cash	0 - 20%	5%	1%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

Consolidated Composite

Current Quarter*	5.97%
Blended Benchmark*, **	5.75%
Year To Date*	10.83%
Blended Benchmark*, **	10.48%
1 Year	32.31%
Blended Benchmark**	31.54%
3 Year	13.14%
Blended Benchmark**	13.12%
5 Year	12.64%
Blended Benchmark**	12.61%
10 Year	9.75%
Blended Benchmark**	10.06%

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: 39.5% S&P500, 7.5% Russell Mid Cap, 10.5% Russell 2000, 5.25% MSCI EM (net), 10.25% MSCI EAFE (net), 16% BBG Barclays US Agg, 3% ICE BofA 1-3 Yr US Corp/Gov't, 1% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill.

ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

Consolidated Composite

2008	N/A
2009	23.77%
2010	12.95%
2011	-1.35%
2012	13.87%
2013	20.33%
2014	6.05%
2015	-0.27%
2016	8.81%
2017	16.72%
2018	-5.82%
2019	22.62%
2020	14.50%

PORTFOLIO FACTS

Consolidated Composite

Composite Inception Date	01/2009
No of Holdings in Portfolio	20

HOLDINGS

HighMark Plus (Active)

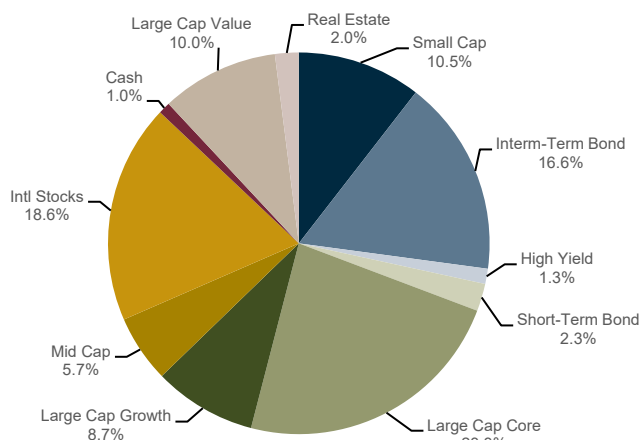
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**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-055

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE CITY'S INVESTMENT STRATEGY FOR THE PUBLIC AGENCIES POST-
EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT
SERVICES AND AUTHORIZING DEPOSITS TOTALING \$1 MILLION INTO THE TRUST**

WHEREAS, the City of Carmel-by-the-Sea Council has considered strategies to address the City's pension liabilities, including establishing a Section 115 Pension Trust; and

WHEREAS, the City desires to set aside funds for the purpose of pre-funding its pension obligations that will be held in a trust for the exclusive purpose of making future contributions to the City's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the City; and

WHEREAS, the Public Agency Retirement Services (PARS) has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, on June 8, 2021, the City Council adopted the Fiscal Year 2021-2022 Annual Operating Budget, which allocated funding of \$1 million for pension mitigation strategies; and

WHEREAS, on August 2, 2021, the City Council adopted Resolution 2021-040 approving the adoption of the Public Agencies Post-Employment Benefits Trust (Trust) administered by the Public Agency Retirement Services and the City's participation in the Program; and

WHEREAS, in order to finalize the establishment of the Trust and to make deposits into the Trust, the City needs to select an investment strategy; and

WHEREAS, the Trust has five investment portfolio strategies with different risk profiles as well as an active or passive platform and staff recommends the "Moderately Conservative" strategy with a passive platform.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

1. Approve the "Moderately Conservative" investment strategy and an active platform for the Trust.
2. Authorize deposits to the Trust based upon the dollar amounts and frequencies recommended by PARS with all deposits totaling \$1 million.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 7th day of September 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**September 7, 2021
ORDERS OF BUSINESS**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive a report on the preliminary status of Fiscal Year 2020-2021 and adopt Resolution 2021-056 authorizing the City Administrator to make transfers of appropriations between departments as part of the Fiscal Year 2020-2021 year-end process

RECOMMENDATION:

Receive a report on the preliminary status of Fiscal Year 2020-2021 and adopt Resolution 2021-056 authorizing the City Administrator to make transfers of appropriations between departments as part of the Fiscal Year 2020-2021 year-end process.

BACKGROUND/SUMMARY:

City staff are currently working with the contracted auditing firm, Chavan & Associates, regarding completion of the FY 20-21 annual audit. At this time, the figures presented in this report are considered preliminary and unaudited. The anticipated date to receive the finalized FY 20-21 Audited Financial Statements, inclusive of Final Fund Balance for the General Fund, is December 2021. Staff and a representative from Chavan & Associates will give a comprehensive update once the finalized Financial Statements are complete.

The Fiscal Year 2020-2021 Adopted Budget planned to use \$1 million of fund balance, or prior years' savings, in order to balance. However, rather than requiring the use of fund balance, staff anticipate the City to close Fiscal Year 2020-2021 in a relatively strong financial position, primarily due to greater than expected performance of sales and use taxes and transient occupancy taxes, and controlled and managed spending. Revenues outpace expenditures by \$3.8 million, contributing to projected growth in citywide fund balances as of June 30, 2021.

Based upon the unprecedented nature of the coronavirus pandemic, the Fiscal Year 2020-2021 Adopted Budget assumed conservative performance in sales tax and TOT revenues resulting from travel restrictions and decreased consumer spending. However, travel and leisure spending outpaced predictions and together these taxes exceeded budget targets by \$3.6 million. On the expenditure-side, most departments finished the fiscal year under their respective budgets. The combination of controlled spending, coupled with salary and benefit savings from vacant positions, resulted in savings in operational expenses of

approximately \$423,000. In addition, the refinancing of the Sunset Center Lease Revenue Bond resulted in temporarily reduced debt service payments and savings of approximately \$447,000 in Fiscal Year 2020-2021.

Table 1: Summary of FY 20-21 Major Revenue Performance

Revenue	Amended Budget	Estimated Actual	Over/(Under)
Property Taxes	\$7,054,801	\$7,348,238	\$293,437
Charges for Services	2,080,159	2,083,136	2,977
Sales Tax- Bradley Burns	1,896,796	2,474,977	578,181
Sales Tax- Local Measure C	3,050,000	3,248,348	198,348
Transient Occupancy Taxes	2,488,198	5,339,288	2,851,090
Other	2,536,559	2,483,328	(53,231)
Total	\$19,106,513	\$22,977,315	\$3,870,802

Revenues: Table 1, Summary of FY 20-21 Major Revenue Performance, above illustrates the expected Fiscal Year 2020-2021 performance of the City's major revenue sources. General Fund revenues are greater than budgeted, due, in part, to an increase in property taxes (\$293,000). The strong performance of the real estate market statewide is one unanticipated outcome of the pandemic. Property tax revenue is approximately \$293,000, or 4%, more than the Fiscal Year 2020-2021 budget of \$7.1 million. Charges for Services, as a category, are approximately \$3,000 more than the \$2.1 million budget. Building services, the largest category within charges for service with a budget of \$1.1 million, are under budget by approximately \$281,000. However, increases in other charges, including planning services (\$149,000) offset some of the lost revenue within building services. Ambulance transports exceed the budget estimate of \$530,000 by approximately \$53,000.

Certain types of purchases, including online sales, exceeded expectations during the pandemic, resulting in greater sales and use tax performance statewide than predicted. In addition, in response to the pandemic, the State extended filing deadlines. The Fiscal Year 2020-2021 sales tax revenue includes deferred payments, which contributes to revenues outpacing the budget.

The City's share of the statewide sales and use tax increases by approximately \$578,000 over the \$1.9 million budget. Similar to statewide sales taxes, Measure C exceeded budgetary expectations, due in part to greater than anticipated spending within the Village. Additionally, the local sales tax increased to 1.5% on July 1, 2020 due to the voters' passage of Measure C, which also helped buffer sales tax losses. Projected Measure C revenue, as of June 30, 2021, is \$198,000 more than the budget of \$3.1 million.

While revenue attributed to property and sales taxes contribute to the fiscal year ending positively, the strong performance of transient occupancy tax also supports the City's immediate fiscal health. TOT revenue for May-June 2021 is approximately \$1.4 million and on par with the same bi-monthly reporting for Fiscal Year 2018-2019. This performance is in stark contrast to the actual of approximately \$361,000 for May-June of Fiscal Year 2019-2020. The Fiscal Year 2020-2021 Adopted Budget assumes the use of \$2.5 million in TOT revenue to support the General Fund operating budget. This means that any additional revenue the exceeds the budget contributes to fund balance within the Hostelry Fund for future use. Fiscal Year 2019-2020 required the use of approximately \$1.4 million of Hostelry Fund balance due to the

unanticipated loss of TOT revenue. The anticipated \$2.8 million in Fiscal Year 2020-2021 revenue therefore replenishes and grows the fund balance. Other revenue is the only category that is anticipated to come in under budget with a shortage of \$53,000.

Table 2: Summary of FY20-21 Major Expenditures by Type

Expenditure Category	Amended Budget	Estimated Actual	Over/(Under)
Salaries and Benefits	\$9,501,503	\$9,378,227	\$(123,276)
PERS UAL	1,598,574	1,574,169	(24,405)
Services/Supplies	7,651,632	7,376,249	(275,383)
Debt	1,244,515	797,089	(447,426)
Capital Outlay (including Vehicle & Equipment)	206,733	54,043	(152,690)
Total	\$20,202,957	\$19,179,777	\$(1,023,180)

Expenditures

Table 2, Summary of FY20-21 Major Expenditures by Type, above illustrates the expected costs incurred in Fiscal Year 2020-2021 by major type of expenditure. Salaries and benefits are the largest type of expenditure, representing 49% of the Fiscal Year 2020-2021 operating budget. Staff anticipates Fiscal Year 2020-2021 personnel costs of \$9.4 million, with savings of \$123,000 primarily attributed to vacancies within the Police Department. Services and supplies anticipated expenditures reflect projected savings of \$275,000. In September 2020, in order to take advantage of lower interest rates, Council authorized the refinancing of the Sunset Center Lease Revenue Bond, resulting in a reduced debt service payment of approximately \$447,000 for Fiscal Year 2020-2021. In light of reduced revenue projections, the Fiscal Year 2020-2021 Adopted Budget postponed funding for capital projects. However, Council approved funding for several essential public safety projects in April 2020 and the Fiscal Year 2020-2021 Estimated Actual reflects spending incurred on or before June 30, 2021 for these various projects.

In addition to reviewing expenses by category, *Table 3, Summary of FY20-21 Expenditures by Department*, below, provides an overview of spending by department. In general, most departments met their budget targets, with significant budgetary savings within Ambulance, Police and Citywide (Non-Departmental budgets).

Table 3: Summary of FY20-21 Expenditures by Department

Department	Amended Budget	Estimated Actual	Over/(Under)
Council	\$202,800	\$186,797	\$(16,003)
City Administration	1,816,809	1,915,881	99,072
City Attorney	285,000	334,039	49,039
Community Planning & Building	1,224,098	1,172,336	(51,762)
Police	3,947,405	3,676,364	(271,041)
Fire	2,675,445	2,736,927	61,482
Ambulance	1,501,624	1,344,910	(156,714)
Public Works	2,715,907	2,755,023	39,116
Library	676,254	646,749	(29,505)
Community Activities	90,490	82,366	(8,124)
Marketing/ Economic	824,500	808,540	(15,960)

Development			
Non-departmental Citywide	2,791,377	2,668,713	(122,664)
Total	\$18,751,709	\$18,328,645	\$(423,064)

Departmental Summary

- Council incurs savings of \$16,000 from underspending primarily in conferences (\$5,000) and mail service (\$9,000).
- City Administration is over budget by \$99,000 primarily due to salary and benefit increases (\$114,000), increased auditing, actuarial and bond reporting costs (\$9,000) network security, computer and other IT equipment to respond to COVID-19 (\$27,000).
- While there are savings within the general legal services (monthly retainer), the City Attorney is over budget due to expenses incurred for legal services pertaining to personnel and telecommunication.
- Planning and Building is under budget overall. However, the Department is over budget in terms of salaries and benefits (\$43,000) and contractual services for building services (\$83,000). Savings of \$161,000 in planning contract services, primarily due to the delayed hiring of a consultant to work on affordable housing activities, offset costs.
- The Police Department incurs savings of \$271,000 primarily from salary and benefit savings from vacant positions (\$195,000) and contract services (\$62,000).
- Fire expenses incurred through June 30, 2021 increase the budget by \$61,000. The Adopted Budget did not reflect the increased cost of fire service with the City of Monterey (\$69,000) and vehicle maintenance increased by \$7,000 to \$42,000 offset by incremental savings within other line items.
- Ambulance incurs savings of \$157,000 overall. This is attributed mainly to a vacancy and contract services (\$47,000).
- Public Works' expenditures eclipse the budget by \$39,000 primarily due to increases in salary and benefits (\$38,000) and contract services within Forest, Parks and Beach (\$48,000) offset by savings within contract services for Administration (\$10,000) and Environmental Compliance (\$18,000).
- Libraries incurs savings of \$29,000 due to workers compensation (\$29,000), and health insurance (\$13,000) savings that offset increased salary and benefit costs of \$15,000.
- Community Activities' spending is on par with the budget with a savings of \$8,000.
- Economic Development budgeted Forest Theater management costs twice, once as a separate line item and again within funding for the Sunset Center, resulting in savings of \$15,000.
- Citywide savings of \$123,000 primarily result from general liability and property insurance premiums (\$140,000) PERS unfunded actuarial liability (\$24,000) offset by increased costs for property tax administration (\$10,000) and assessments (\$4,000) and unemployment (\$5,000).

Next steps

At this time, City Finance staff have reconciled Fiscal Year 2020-2021 revenues received after June 30, 2021 and processed payroll and vendor invoices pertaining to Fiscal Year 2020-2021. As illustrated in Table 3 above, while the overall General Fund operating budget is under the appropriation limit, some departments exceed their budget appropriation limit. The proposed resolution for Council's consideration authorizes staff to make necessary transfers between departments to balance the operating budget in accordance with Carmel Municipal Code 3.060.030 that states that "all transfers of appropriations between departments or in regards to capital items or projects shall be approved by the City Council."

In addition, staff, in accordance with adopted resolution 2021-033, are making adjustments to budgeted transfers and appropriations to or from designated funds as necessary as part of the fiscal year-end closing process. However, staff does not anticipate making changes to budgeted transfers at this time since Measure C and TOT revenue exceed their respective budget targets. Since the Fiscal Year 2020-2021 Adopted Budget includes the use of \$2.5 million of transient occupancy tax revenue to support the General Fund operating

budget, any additional TOT revenue over this amount remains within the Hostelry Fund for future use. Similarly, the Fiscal Year 2020-2021 Adopted Budget includes the use of \$3.1 million in Measure C revenue to balance the budget. Any additional revenue received greater than this amount remains with the Measure C Fund for future use. Staff are updating fund balance projections as part of the fiscal year-end closing.

As previously indicated, the purpose of this report is to provide a preliminary update regarding the status of Fiscal Year 2020-2021. The Fiscal Year 2020-2021 financial audit is underway, with the second phase of fieldwork by the City's auditing firm scheduled for October 2021. City staff and the City's auditing firm are working diligently to produce the annual comprehensive financial report by December 2021 and to present the audited actuals and financial statements to Council no later than January 2022.

FISCAL IMPACT:

Savings from underspent departments will be transferred to overspent departments resulting in \$0 net change to the FY20-21 budget.

PRIOR CITY COUNCIL ACTION:

Council adopted the FY20-21 budget on June 16, 2020.

ATTACHMENTS:

Attachment #1 - Resolution 2021-056 Authorize FY 20-21 Department Transfers

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-056

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO MAKE TRANSFERS OF APPROPRIATIONS
BETWEEN DEPARTMENTS AS PART OF THE FISCAL YEAR 2020-2021 YEAR-END
PROCESS**

WHEREAS, on June 16, 2020, the City Council of the City of Carmel-by-the-Sea adopted the Fiscal Year 2020-2021 Annual Operating Budget; and

WHEREAS, Resolution 2020-040 authorizes the City Administrator to make ministerial changes to budgeted transfers and adjust appropriations to or from designated funds; and

WHEREAS, City Finance staff are in the process of closing the fiscal year and several departments within the General Fund (Fund 101) will exceed their budget appropriation limit; and

WHEREAS, other departments will be under their appropriation limit and Carmel Municipal Code §3.060.030 states Council shall approve all transfers of appropriations between departments.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to transfers appropriations among departments as necessary as part of the fiscal year-end closing process, including authorizing the transfer of appropriations from the Police Department to City Administration, City Attorney and Public Works.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of September 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 7, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of extending mandatory removal dates beyond September 12th, 2021 for temporary parklets and temporary outdoor seating, including potential fees for parklets and outdoor seating in the public right-of-way

RECOMMENDATION:

Provide direction regarding removal dates for temporary parklets and outdoor seating, including the impositions of fees for parklets and outdoor seating in the public right-of-way

BACKGROUND/SUMMARY:

Executive summary:

This report is intended to cover two separate but related topics:

1. The Council is being asked to consider whether to extend the mandatory removal date of September 12th for all temporary parklets and outdoor seating for restaurants and wine tasting shops. This extension can be considered under the City's active Proclamation of the Existence of a Local Emergency.
2. If allowances for temporary parklets and outdoor seating are extended, Council is being asked to consider staff's recommendation for the imposition of an \$842 monthly rental fee for the use of individual parking spaces.

Discussion:

1. September 12th removal date:

Overview

The Outdoor Seating in the Public Way or 'parklet' program allowed full-line restaurants, specialty restaurants (i.e. coffee shops), wine tasting rooms and bars serving food to establish outdoor seating areas in the public way for a little over a year. With just over 60 total issued, these temporary permits were granted by the City in an effort to help provide local hospitality businesses some level of economic stability during the most restrictive period of the global pandemic. This authority to allow use of the public right-of-way

came from the Proclamation of the Existence of a Local Emergency adopted by the City Council on March 13th, 2020 (Resolution No. 2020-021). It should be noted that although temporary parklets and outdoor seating may not fully conform to the City's Zoning and/or General Plan, section 2.64.060 of the Carmel Municipal Code (CMC) allows for the City to make rules to protect life and safety when a Proclamation of Local Emergency is in place.

On May 4th, 2021 the Carmel-by-the-Sea City Council approved a plan for the phased removal of all temporary parklets in the public right of way once the city returned to "business as usual", meaning that 100% indoor occupancy was allowed and was not prevented by Covid restrictions. Ultimately, this led to a mandatory parklet removal dates of July 14th, 2021 for wine tasting shops, and September 12th, 2021 for restaurants. All wine tasting shops have since removed their parklets, but are currently allowed to use private outdoor spaces until such a time that the restaurant parklets are removed.

Recently, there has been an increased spread of more infections Covid-19 variants such as the "Delta" strain. In addition, updated guidance has been received from the County of Monterey Health Department regarding indoor mask usage, even for vaccinated individuals. The City has also imposed requirements for masks to be worn indoors in all City-owned buildings. By all accounts, the pandemic is getting worse, rather than better as Carmel-by-the-Sea moves into the mid and late summer months which continue to see increased visitors, many of whom visit the numerous local restaurants and wine tasting shops. With this in mind, the City Council is being asked to provide direction on whether the removal date of September 12th should be extended for restaurant parklets, which could also allow for wine tasting shops to continue to use private outdoor spaces and possibly re-construct parklets in the public right of way.

Pros and Cons

The subject of temporary parklets and outdoor seating for wine tasting shops has engendered hearty and thoughtful public participation. Throughout the process, numerous comments have been received both for and against parklets and outdoor seating. While these correspondences have already been shared with the Council in the past, the following is a brief and simplified summary of the two contrary positions:

- "Keep Parklets"
 - Guests are afraid to go inside due to increased Covid risk
 - Additional economic recovery still needed
 - Uncertain future for Covid – May see additional mandated restrictions from State
 - Problematic to change operations during busy season
 - Parklets add to character of the Village
- "Remove Parklets"
 - Parking and traffic issues
 - Safety concerns – Car collisions, injuries, etc.
 - Inappropriate private use of public land
 - Inconsistency with Zoning and General Plan
 - Additional sidewalk congestion

Regulatory Considerations

As previously noted, CMC section 2.64.060 allows for the creation of rules which protect life and safety during a Proclamation of Local Emergency, even if those rules may not fully conform to the City's codified regulations. Examples of these regulations that would otherwise apply to parklets and outdoor seating in the right-of-way include, but are not limited to:

- CMC 17.14.070 – All uses must be conducted within fully enclosed buildings (wine tasting only)
- CMC 17.14.220.D.3 – Seating must be fully contained on private property and shall not interfere with automobile or pedestrian traffic on any public right-of-way
- CMC 12.32.160 – Tables and chairs not allowed in public right-of-way

- General Plan P1-20 – Outdoor seating should not interfere with pedestrians or vehicles
- Commercial Design Guidelines Section E – Building materials/textures/colors should be richly detailed wood, tile, stone and include landscaping

2. Monthly Fee:

Overview and Recommendation

At the August 3rd, 2021 City Council meeting, staff received direction to include a discussion about charging a monthly fee for any parklets or outdoor seating that continued to exist past September 12, 2021. Currently there are no approved fees which cover the monthly rental/usage of parking spaces by restaurants and wine tasting shops. So, in an effort to develop a reasonable rate, and to base a recommendation on some level of research, staff looked at two different existing fee models:

1. Current cost per-square-foot AND per-seat of restaurant space in the Village. Staff reached out to local commercial property managers to get information on market rate 'per-square-foot' costs in the Downtown Commercial District.
2. Current daily parking space rental fees in the Commercial District charged by the City for contractor parking and special events.

The following is a summary of the theoretical parklet rental fee per month based on the different fee models researched (two-space parklet fees would be doubled). A detailed breakdown of how these numbers were calculated is shown in the next section of this report.

- Per square foot model = \$935.20/mo. for (1) space
- Per seat model = \$1,748.80/mo. for (1) space
- Contractor parking fee model = \$750/mo. for (1) space
- Special event parking fee model = \$3,000/mo. for (1) space

Ultimately, staff is recommending a monthly parklet rental fee of **\$842/mo. per (1) parking space**, based on the per-square-foot model with a 10% discount for outdoor space vs. indoor space. Alternatively, City Council has discretion to modify this rate and provide different direction to staff.

Rental Fee Analysis Detail

Staff considered various pieces of information in making a recommendation to the City Council for a monthly parklet rental fee amount. This section will discuss and provide detail on that information.

- **Cost Per-Square-Foot and Per-Seat**

The first model considered was the market rate of restaurant space in the Downtown Commercial District. The logic behind this comparison is that parklet space is essentially an extension of the restaurant's dining room. The following is a data sample of the current market rate per-square-foot **AND** per-seat of various restaurant spaces in the downtown area received from local commercial property managers:

Restaurant Cost per Sq. Ft.	Restaurant Cost per Seat
1. Rent = \$9,850/month, \$8.25/sq. ft.	44 Seats /\$9,850 = \$224 per seat
2. Rent = \$11,150/month, \$6.66/sq. ft.	45 Seats/\$11,150 = \$248 per seat
3. Rent = \$14,850/ month, \$6.28/sq. ft.	75 Seats/\$14,850 = \$198 per seat
4. Rent = \$17,352/ month, \$5.52/sq. ft.	103 Seats/\$17,352 = \$168 per seat
5. Rent = \$12,275/ month, \$6.71/sq. ft.	48 Seats/\$12,275 = \$255 per seat

Based on this data, the average cost per square foot in the downtown commercial area is \$6.68 and the average cost per seat is \$218.60. It is worth noting that this average cost takes into account rental prices from properties on and off Ocean Avenue.

In a “per-square-foot” model, with the assumption that a “typical” parking space in the downtown area is 140 square feet (7’x20’), then the monthly rent for a parklet would be \$935.20 for a single spot or \$1,870.40 for a double spot ($\$6.68 \times 140 \text{ sq.ft.} = \935.20) or ($\$6.68 \times 280 \text{ sq.ft.} = \$1,870.40$). This also assumes that the cost of renting outdoor space has the same value and is charged at the same rate as indoor space.

In a “per-seat” model, with the assumption that a “typical” single parking-spot parklet can accommodate eight (8) seats, then the monthly rent for a parklet would be \$1,748.80 for a single spot or \$3,497.60 for a double spot ($\$218.60 \times 8 \text{ seats} = \$1,748.80$) or ($\$218.60 \times 16 \text{ seats} = \$3,497.60$). Once again, this assumes that the cost of renting outdoor space is charged at the same rate as indoor space.

In addition to the various fee structures discussed above, staff also considered the relative value of an outdoor space vs. an indoor space. This consideration includes factors like weather and noise which could reduce usage of a parklet or in some cases make it completely unusable. Based on this additional assumption, staff would recommend a 10% reduction in value from any indoor equivalents. In simple terms, this works out to approximately three (3) full days of a month where a parklet could not be used.

- Parking Space Rental Fees

The second model considered was the daily rates that the City charges for individuals to rent parking spaces in the Downtown Commercial District. The logic behind this comparison is that other members of the public have had to pay these rates to reserve the public right-of-way for private use. The following are the current flat rates charged by the City for daily use of a parking space in the Commercial District:

Contractor Parking Rates

1. \$25 per day for a reserved space

Special Event Parking Rates

2. \$100 per day – (Does not include Car Week and Dec. holidays)

If based on the “contractor parking rates”, the monthly rent for a parklet would be \$750 for a single spot or \$1,500 for a double spot ($\$25 \times 30 \text{ days.} = \750) or ($\$50 \times 30 \text{ days} = \$1,500$).

If based on the “special event parking rates”, the monthly rent for a parklet would be \$3,000 for a single spot or \$6,000 for a double spot ($\$100 \times 30 \text{ days.} = \$3,000$) or ($\$200 \times 30 \text{ days} = \$6,000$).

Ultimately, staff feels that charging the “Per Square Foot” rental fee is the most appropriate for parklet rental space. This conclusion comes from the fact that

Direction to Staff:

As previously mentioned staff is seeking direction on two separate but related topics relating to temporary parklets and outdoor seating in the public right-of-way:

1. Should the mandatory restaurant parklet removal date of September 12th, 2021 be extended? If yes:
 - How long should the extension be?
 - Should this extension include allowing wine tasting shops to continue operating outdoors in private space?
 - Should wine tasting shops be allowed to apply for and re-construct parklets in the public right-of-way?
2. If parklets are allowed to remain, should the City charge a monthly rental fee? If yes:

- What should the monthly rental fee be?
 - **Staff Recommendation:** \$842 per month for each one (1) parking spot.
 - This includes a 10% reduction for the value of outdoor space vs. indoor space.
 - Value would not be changed for properties on or off Ocean Avenue. Council could further modify this rate if desired.

FISCAL IMPACT:

Encroachment Permits and Design Review permits associated with outdoor seating were originally issued as “no-fee” permits. Costs associated with staff time to manage and enforce the outdoor seating program has been covered by the General Fund. Any future funds received as ‘rent’ from parklets could be utilized to pay for additional code compliance efforts (staff overtime or contract support) to ensure any impacts associated with outdoor dining and wine tasting are minimized to the greatest extent feasible.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive an update on the development of a paid parking program in Carmel-by-the-Sea, and provide direction to staff on a public outreach survey.

RECOMMENDATION:

Receive a report on development of a paid parking program, and provide direction to staff on whether to conduct a public outreach survey

BACKGROUND/SUMMARY:

Executive Summary:

Periodically throughout the years, the City of Carmel-by-the sea has explored the concept of paid parking at various levels, including implementation of pilot programs, which ultimately were not made permanent. In April, 2021, the City Council gave direction to once again begin pursuing a paid parking program in the City. This report is intended to provide a reminder on the background of paid parking in the city, and an update on what staff has learned after meeting with various companies who provide paid parking support services. Staff is also asking the Council to provide direction on whether or not an outreach survey should be conducted to garner early feedback from the public regarding a future paid parking program.

Discussion:

Brief History

In 1999, at the recommendation of the "Parking 2000 Committee", the City of Carmel-by-the-Sea contracted with Walker Parking Consultants to conduct a parking study for the City. The resulting study provided ways for the City to regulate parking and traffic in the City through a paid parking program. In 2002, the Planning Commission unanimously approved the implementation of paid parking in the business district based on recommendations from the Walker study. Although the City set up two streets with meters as a test program to demonstrate the effectiveness of paid parking, the City ended up removing them and not proceeding with permanent implementation after heavy criticism and opposition from the community. In 2012, once again, the City Council began to take steps to try and improve downtown traffic and parking issues by approving a \$233,000 Capital Improvement Plan to address congestion and parking in the village. The Council subsequently approved a pilot program to gauge the effectiveness of paid parking.

The pilot program consisted of a single meter placed mid-block along each of the ten blocks lining Ocean Avenue. Following another report by Walker, in early 2014, the City Council granted final approval for moving forward with the parking pilot program to include 10 kiosks placed along Ocean Avenue. The City contracted with concierge personnel to walk along Ocean Avenue and assist motorists with the use of the kiosks. During the pilot program, a significant amount of time was spent to educate users, employees, and business owners. Once again, public opposition was strong, and in late 2014, the decision was made to eliminate parking meters from the business district and not complete the pilot program as result of a number of business owners and residents who objected to the City installing paid parking. Most recently, on April 6, 2021, the City Council gave direction to staff to begin exploring a paid parking program once more for the Village.

Existing Conditions

Currently, parking is free everywhere in the City of Carmel-by-the-sea, except for a row of stalls on the east side of the Carmel Plaza for tour busses. Spaces are either all day, or time-limited (e.g.: “30-minute zone”). Generally, the two areas of the city that see the most visitor use are the greater commercial area and the areas which provide the best beach access. The following is a breakdown of available parking in each of the respective areas:

- **Greater Commercial Area** (Generally Junipero to Casanova; 8th Ave to 4th Ave.)
 - Approximately 1,143 total spaces (not including spaces for disabled persons)
 - (794) - 2 hour spaces § (128) - 30 minute spaces
 - (18) - 10 minute spaces
 - (68) - Vista Lobos parking lot
 - (135) - Sunset Center North parking lot
- **Beach Access Areas**
 - Approximately 258 total spaces (not including spaces for disabled persons)
 - (116) – Del Mar Lot (all spaces on Ocean Ave, West of San Antonio)
 - (13) – San Antonio between 4th Ave. and Ocean Ave.
 - (129) – Scenic between Ocean Ave and Martin Way (City limits).

Research

Direction received from City Council in April, 2021 included utilizing technology to the greatest extent feasible, without alienating certain users, to ensure that the visual impacts of a paid parking program were minimized. Technology also provides the potential of automating many functions of a paid parking program that would otherwise require personnel hours which can be better spent elsewhere in the City. With that in mind, staff has been meeting with three (3) separate companies who provide paid parking support services, all with different technologies and approaches to parking management. This research is ongoing, but in an effort to keep the City Council and the general public informed throughout the process, the following are a few of the main topics being discussed with the different companies. Each section includes a brief discussion of pros and cons, but this list is not exhaustive of the research being done:

Vehicle Identification Systems – A paid parking program starts at the point when a car parks in a spot. This means that a parking system needs to be able to identify a vehicle, collect info, and share data with parking enforcement staff. Currently staff is exploring two types of vehicle identification methods which have advanced significantly since 2014. The first, is an in-ground system which places small “pucks” in each spot that senses when a vehicle has parked over the top of it. Those pucks then communicate through wireless transmitters around town to central parking kiosks and enforcement staff. Guests pay at a central kiosk based on a parking stall number, and if/when their time runs out, the system sends a message to enforcement staff so they can go to the spot and issue a citation. The second, is the more traditional method of license plate recognition (LPR). In this scenario, a parking officer drives around in an

enforcement vehicle with LPR equipment installed that automatically reads plates and notes where and when people have parked via GPS coordinates. As time expires, officers are alerted electronically and can return to the same spot to issue a citation Both systems have pros and cons. For “pucks”, the pros include less staff time on the ground, and access to real time information about where parking spots are available in town. The cons include additional visual clutter with wireless transmitters required every 75-100 yards, and limits in the technology for vehicles like motorcycles. For LPR systems, the pros include reliability of LPR scanning technology and equipment that the city already owns, and the ability to easily differentiate between resident vehicles and visitors through license plate registration (beneficial for parking permits). Cons include more labor hours to patrol the streets, and the need to maintain additional hardware.

Payment Methods – Once a vehicle is parked, the next step in a paid parking program is payment. This area has also seen a lot of growth in recent years. The two main ways for guests to pay for parking is via a smart phone or some sort of physical kiosk along the street. In discussions with the three paid parking companies, each of them suggested that the best practice is to have a blend of smart phone technology and some sort of centrally located multi-stall meter. All of them advised against going 100% smart phone only or 100% parking kiosk only. With that in mind, staff has explored both smart phone options and kiosk options with understanding that a hybrid program may have the greatest chance at success. For smart phones, the two main ways to pay are via some kind of “parking app” or via text message. Again, each has pros and cons. For parking apps, the pros include a more robust interface for the customer since apps can be designed to the City’s specifications. The cons include having to download an app, which may provide an extra layer of challenge for some users. For text messages, the pros include ease of use and the ability to instantly access cell phone numbers of people who are in the Village for emergency communications if needed (i.e.: “reverse 9-1-1”). The cons include the potential for people to feel that their phone numbers are being “collected”. In either case, some guests may not feel comfortable with using a smart phone, which is the reason a minimal amount of kiosks could be made available. Kiosks have continued to decrease in size over the years, and are equipped with more technology to accept credit cards and other forms of electronic payment allowing for removal of failure prone equipment like bill and coin accepters. Pros of kiosks include ease of use and providing an option for those who choose not to use smart phones. Cons of kiosks include the physical space required on the ground which may create aesthetic issues, and the need for equipment maintenance/replacement.

Enforcement and Tickets – The final step in a paid parking program is the enforcement of violations. All three companies (and presumably any company that the City worked with) provide services which can assist with the generation of parking citations and collection of fines. In general, the concept is the same for each company, but variations like what type of equipment is provided (hand held devices, printers, etc.) and how violators interface with the website to pay for citations varies from company to company. The real decision point in this area is whether or not, and at what level to enlist the services of the City’s paid parking company to support enforcement and ticketing. Pros of fully utilizing support from a company include less administrative time for city staff, and access to existing technology. Cons include additional revenues going to a 3rd party for support services, which would need to be negotiated in a contract.

Permits – In addition to the management of day to day visitor parking in the Village, a paid parking program can also incorporate permit parking for more regular users like residents and contractors. Much like enforcement, each company can provide management of parking permits as an additional service. This can include everything up to printing and mailing of stickers or mirror-hangers to permit holders, and collection of annual fees. Again, much like enforcement, the decision of whether to utilize the services of a paid parking company for permitting management relies on balancing the pros of less administrative time and the potential cons of lost revenue.

Program Rollout – During this research phase, staff has continued to explore methods for rolling out an eventual paid parking program. In simple terms, there are two general areas where paid parking could be

implemented, the downtown commercial district and along the ocean at the Del Mar parking lot. Prior discussions with City Council included options for starting with either the Commercial District or Del Mar lot only, or implementing all areas of the City at the same time. The decision of whether to break implementation into two phases or a single rollout will need to consider the potential pros and cons of each approach. The pros of citywide rollout include only going through the process once, and building one system at the same time that works in both areas. Cons of a single rollout include the potential for the regulatory challenges associated with the Del Mar lot (i.e.: Coastal Commission) to slow down or derail implementation in the commercial district. Pros and cons of splitting implementation are essentially the reverse of doing it as one rollout.

Public Survey

As illustrated above, successful implementation of a paid parking program requires consideration of many factors, and balancing pros and cons of each one. In addition, this success also relies on acceptance by the residents and businesses as evidenced by prior attempts to execute a paid parking program in the Village. With this in mind, staff is suggesting that a high level public outreach survey be conducted to serve two purposes:

1. Get residents and businesses involved and informed EARLY in the process to ensure that adequate opportunity is given for feedback prior to implementation of a program.
2. Obtain feedback and possibly additional ideas about some of the key research areas discussed in this report.

If Council is supportive of a survey, staff would recommend a similar approach to the recently successful outdoor seating survey which utilized an online form, and provided data in a way that could be filtered by respondent type. Paper copies would also be made available upon request just like with the outdoor seating survey. Staff also recommends a 2 to 3 week period for responses rather than 30 days, as nearly 90% of responses received for the outdoor survey were obtained in this timeframe.

Feedback and Direction

Based on information contained in this report, staff welcomes any feedback from Council that may further refine current research topics or provide direction on additional areas of investigation. Staff intends to provide the Council and the public with ongoing periodic updates as research continues in an effort to ensure successful implementation. If the Council has any specific areas of research that they wish to discuss in more detail, staff would appreciate direction for the next update.

In addition to feedback on this report, staff is also seeking the following specific direction:

1. Should a high level survey be created to gauge overall public sentiment about a paid parking program in the Village?
2. If “yes”, does the Council have any guidance related to how the survey should be administered?
 - If the Council says “yes”, staff recommends a similar approach to the recently successful outdoor seating survey which utilized an online form, and provided data in a way that could be filtered by respondent type. Staff also recommends a 2 to 3 week period for responses.

ENVIRONMENTAL REVIEW:

Not Applicable. As a report and request for direction only, this action will not result in a direct or indirect physical change in the environment. Nothing is being approved by the City Council at this point. Therefore, the action does not qualify as a “project” as defined in section 15378 of the CEQA Guidelines, and is not subject to environmental review.

FISCAL IMPACT:

Direction from Council on development of a paid parking program at this time has no fiscal impacts on the City. Any staff time associated with this work would be part of the adopted City Budget. If in the future the City Council approved some form of paid parking program, the fiscal impacts would be directly tied to the number of spaces converted, and the rate which was charged. This impact would be discussed in future reports when a program was being considered for approval.

PRIOR CITY COUNCIL ACTION:**ATTACHMENTS:**



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 7, 2021
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Correspondence received after posting of the agenda

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Correspondence 9.7.21



Fwd: My comments on temporary restaurant parklet removal date - City Council Meeting Sept 7th

1 message

Ashlee Wright <awright@ci.carmel.ca.us>
To: Leslie Fenton <lsfenton@ci.carmel.ca.us>

Thu, Sep 2, 2021 at 11:08 AM

Ashlee Wright
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Chip Rerig** <crerig@ci.carmel.ca.us>
Date: Thu, Sep 2, 2021 at 11:06 AM
Subject: Fwd: My comments on temporary restaurant parklet removal date - City Council Meeting Sept 7th
To: Ashlee Wright <awright@ci.carmel.ca.us>

FYI...

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

----- Forwarded message -----

From: **Tim Twomey** <timtwomey@aol.com>
Date: Thu, Sep 2, 2021 at 10:33 AM
Subject: My comments on temporary restaurant parklet removal date - City Council Meeting Sept 7th
To: dpotter@ci.carmel.ca.us <dpotter@ci.carmel.ca.us>, brichards@ci.carmel.ca.us <brichards@ci.carmel.ca.us>, jbaron@ci.carmel.ca.us <jbaron@ci.carmel.ca.us>, kferlito@ci.carmel.ca.us <kferlito@ci.carmel.ca.us>, ctheis@ci.carmel.ca.us <ctheis@ci.carmel.ca.us>, crerig@ci.carmel.ca.us <crerig@ci.carmel.ca.us>, bswanson@ci.carmel.ca.us <bswanson@ci.carmel.ca.us>

I have supported our local restaurants through this difficult time. However, I am not in favor of extending the restaurant parklet date beyond September 12, 2021. The June condition that the Council set forth, for the original 90 day extension, was that the clock would **not** restart **unless** the Monterey County Health Department imposed restrictions to limit indoor capacity. To date, this has not happened.

If, for other reasons, you are exploring extending the deadline I would ask that you seriously consider the following criteria for allowing continued use of the restaurant parklets:

1. Define what new data is required, to set expectations, for ending this temporary program
2. Require restaurant parklets to meet a minimum design standard that upholds the charm of our Village (e.g., platforms and secured barriers, no wine barrels or flimsy fences/partitions)
3. Require restaurant parklets to be kept clean at all times, with penalties if not maintained
4. Implement a fee for the continued use of restaurant parklets

5. Remove vacant/unused restaurant parklets by September 12, 2021 (e.g., Cottage Restaurant, The Little Swiss Cafe, and there may be others) Attachment 1

There are over 30 restaurants that have, and have had, outdoor dining on private property in our Village for years. Some are tucked away in private courtyards and others right along Ocean Ave. They all add to the charm of our Village. These are the pictures that appear in our marketing collateral and bring visitors to our beloved destination not the temporary restaurant parklets.

Thank you for your gallant efforts. I appreciate all you do for our Village!

[Sent from the all new AOL app for iOS](#)



Fwd: Please register my opposition to parklets to the city council

1 message

Chip Rerig <crerig@ci.carmel.ca.us>

Tue, Sep 7, 2021 at 8:07 AM

To: Leslie Fenton <lsfenton@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>

Please forward to Council. Thank you.

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

----- Forwarded message -----

From: **stryker duggan** <strykerduggan@gmail.com>

Date: Mon, Sep 6, 2021 at 1:04 PM

Subject: Please register my opposition to parklets to the city council

To: <crerig@ci.carmel.ca.us>

Dear Chip Rerig,

I am writing to express my strong opposition to the "parklets" that the city has allowed restaurants and wine bars to establish on our sidewalks and streets. While they were perhaps a creative, short-term effort to accommodate public safety needs as well as restaurant viability, they are problematic on many fronts and not sustainable.

I object to the negative impact they have on sidewalk/pedestrian traffic, city aesthetics, and street traffic, among other concerns. They are not "European" or quaint in the least. Their public health benefits are also questionable (e.g., pedestrians and restaurant staff walking close by maskless diners defeats the purpose of social distancing efforts).

I am a third generation resident and strongly oppose allowing them to extend beyond their current time limit.

I would also like to formally express opposition to allowing beach fires beyond the current fire pits. The sand between 10th and Santa Lucia is finally becoming white again. Prior to the fire ban, I witnessed the sand become increasingly grey, littered as it was with charred wood, ashes, and debris. I believe the fire pits (along with strict enforcement of penalties on illegal fires) to be a very thoughtful compromise. I am 51 years old and have enjoyed periodic beach fires for decades, but the rapid proliferation of them (often thoughtlessly started and left behind) across the decade prior to the ban has left me convinced of the need for careful regulation if we are to be good stewards of the natural beauty that visitors and we residents enjoy.

I appreciate the work the council is doing to promote responsible use of public space and natural beauty and hope that you will join me in working to keep Carmel beautiful and environmentally responsible by opposing parklets and holding firm to the current, singular use of fire pits for beach fires.

Thank you,
Stryker Brown Duggan
Ridgewood Rd, Carmel-by-the-Sea