



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

Mayor Dave Potter, Councilmembers Jeff Baron,
Alissandra Dramov, Karen Ferlito, and Bobby
Richards
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

CITY COUNCIL SPECIAL MEETING Monday, August 5, 2024 4:30 PM

HYBRID MEETING ATTENDANCE OPTIONS

This meeting will be held in person and via teleconference ("hybrid"). The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may also watch the live stream on the City's YouTube page at: <https://www.youtube.com/@CityofCarmelbytheSea/streams>. To participate in the meeting via Zoom, copy and paste the link below into your browser.

**<https://ci-carmel-ca-us.zoom.us/j/87545876814> Webinar ID: 875 4587 6814 Passcode:
813607 Dial in: (253) 215-8782**

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 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 made part of the record.

CALL TO ORDER AND ROLL CALL

ANNOUNCEMENTS

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. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

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. July 8, 2024, Special Meeting Minutes, and July 9, 2024, Regular Meeting Minutes
2. June 2024 Monthly Reports
3. June 2024 Check Register Summary
4. Resolution 2024-063 authorizing the City Administrator to establish the newly created Police Services Supervisor job description and salary range.
5. Resolution 2024-064, Authorizing three (3) free use days of the Sunset Cultural Center theater and lobby for the Carmel Unified School District Annual district-wide choral, string, and band festivals for Spring 2025
6. Resolution 2024-065 authorizing the City Administrator to execute a budgeted agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2024 to June 30, 2025 in an amount not to exceed \$226,297
7. Resolution 2024-066 Authorizing a refund of Design Study application fees, associated with DS 23-144 (Wagner), in the amount of \$5,645.25 to Christopher and Karen Wager

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln Street, 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 Staff Report

August 5, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: July 8, 2024, Special Meeting Minutes, and July 9, 2024, Regular Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None

ATTACHMENTS:

Attachment 1) July 8, 2024, Special Meeting Minutes

Attachment 2) July 9, 2024, Regular Meeting Minutes

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

SPECIAL MEETING MINUTES

Monday, July 8, 2024

CALL TO ORDER AND ROLL CALL

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

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tempore Bobby Richards, and Mayor Dave Potter.

ANNOUNCEMENTS

City Attorney made an announcement regarding public appearances.

PUBLIC APPEARANCES

Nancy Twomey

Karyl Hall

CONSENT AGENDA

Councilmember Dramov requested to pull consent items #4, 5, and 6 for discussion.

Motion by Mayor Pro Tem Richards to approve consent agenda items 1-3, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - June 3, 2024, Special Meeting Minutes, May 7, and June 4, 2024, Regular Meeting Minutes

Item 2 - May 2024 Monthly Reports

Item 3 - May 2024 Check Register Summary

ITEMS PULLED FROM CONSENT

Item 4 - Resolution 2024-049 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2024 Annual League of California Cities Conference

Councilmember Dramov made a request that when the Mayor and Mayor Pro Tem return from the League of Cities conferences they provide a report back to the rest of Council on the issues facing the state and any other legislative updates.

Public Comment: None

Motion by Councilmember Baron to adopt Resolution 2024-049 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2024 Annual League of California Cities Conference, seconded by Councilmember Ferlito, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 5 - Consideration of a pilot program for Saturday Farmers' Market July through October 2024, in addition to the market on Thursdays.

Councilmember Dramov requested that Council consider continuing this item to a future date for further consideration and public input.

Public Comment:

Parker Logan

Todd Tyse

Jim Oaken

Raul Lopez

Kristi Reimers

Motion by Councilmember Dramov to continue this item to a date uncertain for more discussion and public input, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 6 - Resolution 2024-050 Adopting the Annual General Plan and Housing Element Progress Reports for 2023

Councilmember Dramov requested that in the future the Annual General Plan and Housing Element Progress reports not be placed on consent.

Public Comment: None

Motion by Councilmember Baron to adopt Resolution 2024-050 Adopting the Annual General Plan and Housing Element Progress Reports for 2023, seconded by Councilmember Ferlito, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

ORDERS OF BUSINESS

Item 7 - Resolutions 2024-051 and 2024-052, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement (PSA) with 4Leaf, Inc., and Amendment No. 2 to the PSA with Ausonio, Inc., both for Project Management Services, for a fee increase of \$150,000 and a not-to-exceed fee of \$125,000 for Fiscal Year 2024/25, respectively.

Environmental Programs Manager and Acting Public Works Director Mary Bilse presented the item to Council. She summarized the consultant selection process, prior council action, and the scope of work for both 4Leaf and Ausonio. She said that both consultants provide essential project management and consulting services to support specific city projects.

Public Comment:

Parker Logan

Council discussion resumed. Councilmember Dramov expressed concern about excessive spending on consultants despite adding another project manager position. Mayor Pro Tem Richards and Councilmember Ferlito disagreed, noting that consultants are cost-effective as they provide project specific expertise, support city staff, and since they complete their work and leave the city avoids ongoing expenses such as employee benefits, insurance, and retirement.

Motion by Councilmember Ferlito to approve Resolutions 2024-051 and 2024-052, seconded by Mayor Pro Tem Richards, and approved 4-1-0-0 by the following vote:

AYES: Councilmembers Baron, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 8 - Resolution 2024-053 authorizing the City Administrator to execute a Construction Contract with California Constructors, in the amount, with a 15% contingency, of \$183,310 for the City Hall Roof Replacement Project

Environmental Programs Manager and Acting Public Works Director Mary Bilse presented the item to Council, summarizing the project background, bidding process and results, and the 4-month timeline for project completion.

Public Comment:
None

Motion by Councilmember Ferlito to approve Resolutions 2024-053, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 9 - Resolutions 2024-054, 2024-055, and 2024-056, approving Change Orders #4 and #5 for each of the City's On-Call Tree Service Contractors to balance spending in Fiscal Year 2023/24, to allocate tree contracts for Fiscal Year 2024/25, and to allocate funds for the City's On-Call Landscape Maintenance Services contract, respectively.

Administrative Analyst Tom Ford presented the item to Council and summarized the three Resolutions for approval, which include approval of change orders to on-call tree service contracts for fiscal year 24-25, and a change order for the on-call landscape maintenance services contract. Ford emphasized the importance approving additional funds for these contracts to address storm-related recovery, continue on-going tree maintenance, aiming for a 3-year catchup plan to remove dead and poor trees and replacement. He added that the landscaping contract supplements the city's capacity to maintain the landscape.

Public Comment:
None

Motion by Councilmember Ferlito, to adopt Resolutions 2024-054, 2024-055, and 2024-056, seconded by Councilmember Baron, and approved 5-0-0-0 by the following vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 10 - Resolution 2024-057 approving an agreement between the City of Carmel-by-the-Sea and Pacaso, Inc.

City Attorney Pierik presented the item to Council and summarized the proposed agreement between the City and Pacaso. He stated the proposed agreement terms are that the Dolores

home be deemed legal non-conforming use, and that in return Pacaso agrees not to market, sell, or purchase any fractionalized ownership properties within the city, except for the Dolores Home.

Public Comment:

Bill Caddell

Councilmember Baron expressed significant concerns about the agreement with Pacaso Inc., stating that the City's Ordinance on timeshares already provided sufficient protection against fractional ownership and would rather pursue litigation than approve the agreement. Councilmember Dramov agreed that although the agreement is not ideal, she considers it a necessary step to prevent further fractional ownership issues in the city while acknowledging the challenges faced by affected neighbors.

Motion by Mayor Potter, to adopt Resolution 2024-057 approving an agreement between the City of Carmel-by-the-Sea and Pacaso, Inc., seconded by Mayor Pro Tem Richards, and approved 4-1-0-0 by the following vote:

AYES: Councilmembers Dramov, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Baron

ABSENT: None

ABSTAIN: None

Item 11 - Receive and review the Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction

Library and Community Activities Director Ashlee Wright presented the item to Council and answered questions. She summarized the background of the Library Master Plan, community engagement workshops, and the request for proposals (RFP) development. She also spoke about the project scope and timeline and requested any input from Council on the RFP before moving forward with issuance.

Public Comment:

John Krisher

Alexandra Fallon

Councilmember Baron requested clarity on the city's financial obligations once the RFP is issued. He also suggested an agreement between the city and the Carmel Public Library Foundation (CPLF) to outline funding and contingency obligations. Additionally, he said he would like to see the list of people on the RFP evaluation committee that includes city staff and local architects. Councilmember Ferlito agreed, stating that addressing these questions before starting the project would help avoid confusion. Mayor Potter acknowledged the need to protect the city's interests and ensure good project management but expressed concerns about potential project delays.

Motion by Mayor Potter to have Library Director Wright return in August with a list of the Library Master Plan RFP evaluators, amend the RFP specifically in the criteria section calling out the necessity of a library consultant for the project, and an agreement between the City and CPLF outlining the project funding obligations for Council approval, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 12 - Consider Resolution 2024-062, directing staff to begin working immediately on the development of alternative sites and programs that would allow for an amendment to the City's adopted 6th Cycle Housing Element to remove the Vista Lobos and Sunset Center from the Sites Inventory List.

Assistant City Administrator and Acting Community Planning and Building Director Brandon Swanson gave a presentation to Council on the item and answered questions from Council. He requested Council direction to allocate staff time and effort to explore and develop viable alternatives to produce 149 different affordable units from new sites or new or refined programs and receive confirmation that the city will not lose State certification of Housing Element if exploring or submitting an amendment.

Public Comment:

Hans Buder

Victoria Beach

Beth Bowman

Ken White

Dr. Noakes

Michael McWalters

Mayor Pro Tem Richards and Councilmember Ferlito asked Mr. Swanson contact HCD to clarify the process, time frame, and receive assurances that submitting an amendment will not decertify the existing housing element. Mayor Pro Tem Richards asked if it would be possible for staff to return with a rough draft of the possible amendment by September or October, with a final version ready for a Council vote by December.

Motion by Councilmember Dramov, to adopt Resolution 2024-062, directing staff to begin exploring and developing viable alternative affordable housing sites and programs, and to return in September with an update on the progress and return in October with a rough draft amendment, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

CLOSED SESSION

City Attorney Pierik read the closed session agenda item title.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6: Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Zachery Lopes (Burke, Williams & Sorensen)
Employee Organization: General Employees Unit, Management Employees Unit, Affiliated Units of LiUNA

Public Appearances: None

ADJOURNMENT

Council adjourned to closed session at 6:49 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

REGULAR MEETING MINUTES

Tuesday, July 9, 2024

TOUR OF INSPECTION - 3:30 PM

Prior to calling the regular meeting to order, the Council conducted an on-site tour of inspection of the property listed below:

A. Hofsas House Hotel - San Carlos Street 4 northwest 4th Avenue Block 34, Lot Multiple APN 010-124-014, 010-124-001

CALL TO ORDER AND ROLL CALL

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

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tempore Bobby Richards, and Mayor Dave Potter.

PLEDGE OF ALLEGIANCE

Assistant City Administrator Brandon Swanson led the pledge of allegiance.

ANNOUNCEMENTS

City Attorney made an announcement regarding public appearances.

Council gave consensus direction to move up the public hearing item #8 on the agenda earlier in the meeting to consider a request made by the appellant to continue this item to the August City Council meeting.

PUBLIC HEARING

Item 8 - APP 24118 (Hofsas House, Inc.) - Consideration of an appeal of the Planning Commission's approval of Design Review application DR 24059 (Hofsas House, Inc.) associated Lot Line Adjustment and Coastal Development Permit for the demolition of an existing 38-room hotel and the construction of a new 38-room hotel, and Use Permit application UP 24060 for the hotel and associated accessory uses located on San Carlos Street 2 northwest of 4th Avenue in the Residential & Limited Commercial (RC) District. APN: 010-124-001-000 and 010-124-014-000

Mayor Potter announced that the appellant made a request to Council to continue the appeal hearing to August because his attorney was not available to attend the meeting. Mayor Potter asked the appellant, Neal Kruse, and the applicant, Carrie Theis, to address the Council on the appeal continuation request.

Mayor Potter invited the public to speak, limited to the topic of continuing the appeal to August.

Public Comment:

Neal Kruse
Carrie Theis
Tony Lombardo
Carolyn Hardy
Eric Miller
Peter Prows
Melanie Billig
Carrie
David O’Neil
Ian Martin
Leslie Dunn
Linda Smith
Craig Rose
David Gomez
Richard Kreitman

Council discussion resumed. Councilmember Dramov favored postponing the appeal to August. Councilmember Ferlito preferred hearing the item tonight, noting that the appellant’s attorney could attend via Zoom or in person. Councilmember Baron asked for clarification on the timeline of the appellant’s request to postpone the hearing. Mr. Swanson detailed the timeline, provided by City Clerk Romero. Mayor Potter and Councilmember Baron expressed satisfaction with the timeline, noting that the appellant had ample time between June 4 and June 24 to request a continuance, and his attorney had sufficient time to attend the hearing via Zoom or in person and considered June 24 too late to request a continuance. Mayor Pro Tem Richards emphasized that the City strives to hold appeal hearings promptly and that July was ample time for the appellant to prepare, given that the decision being appealed was made in April.

Motion by Mayor Potter to deny the appellant’s request for continuation and hold the appeal public hearing tonight as scheduled, seconded by Councilmember Ferlito, and approved 4-1-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

EXTRAORDINARY BUSINESS

A. Presentation of the Results of the Urban Forest Master Plan Community Survey

Forest and Beach Commission Chair Kelly Brezoczky and City Forester Justin Ono gave a presentation to Council on the results of the Urban Forest Master Plan Community Survey and answered questions from Council.

Public Comment:

Andi Carr
Ian Martin
Walter Wagner
Kristi Reimers
Victoria Beach
Brian Rosen
David O'Neil
Linda Smith

ANNOUNCEMENTS

A. City Administrator Announcements - Assistant City Administrator Swanson had no announcements.

B. City Attorney Announcements - City Attorney Pierik announced that there was no reportable action from closed session on July 8th.

C. Councilmember Announcements

Councilmember Dramov - Thanked staff for the 4th of July event. She reported that many residents have expressed concerns over the beach access stairs getting fixed soon.

Councilmember Ferlito - Reported that she serves on the ReGen board and shared a timeline of notable changes made by ReGen over the past 60 years to responsibly manage waste.

D. Ad Hoc Committees - Report Out

Councilmember Dramov reported that the Flock Camera Ad Hoc Committee held a public meeting on June 11 to gather input and plans to update the City Council in the fall. Mayor Potter noted that the Police Ad Hoc Committee will provide their report later in tonight's agenda.

PUBLIC APPEARANCES

Keith Rutzer
Didier Diaz
Parker Logan
John Crashner
Craig Rose
Michael McWalters
Cindy Lloyd
Walter Wagner
Brian Rosen

CONSENT AGENDA

Motion by Mayor Pro Tem Richards to approve consent agenda items #1-5, seconded by Councilmember Ferlito, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - Second Reading and Adoption of Ordinance No. 2024-001, adding Chapter 8.30 to Title 8 to the Carmel-by-the-Sea Municipal Code regarding a policy related to the use of Military Equipment by the Carmel-by-the-Sea Police Department

Item 2 - Letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program on behalf of the City during Fiscal Year 2024/25

Item 3 - Resolution 2024-058, Authorizing one (1) free use day of the Sunset Cultural Center theater and lobby for Peace of Mind Dog Rescue and the Carmel Dance Festival event "DANCE for the Love of Dogs" in April 2025

Item 4 - Resolution 2024-059 approving a list of street projects for Fiscal Year 2024/25 partially funded by SB1: The Road Repair and Accountability Act of 2017

Item 5 - Resolution 2024-060 accepting a \$9,800 donation from Community Emergency Response Volunteers (CERV) for the purchase of a Community Emergency Response Team trailer

Council took a recess at 6:35 p.m. and returned to the dais at 7:06 p.m.

ORDERS OF BUSINESS

Item 6 - Receive a report from the Police Building Ad Hoc Committee and provide direction on authorizing Indigo/Hammond+Playle Architects to proceed with schematic design concepts for the Police Building Project.

Police Chief Tomasi presented on the item and answered questions from Council. He reported that while the Police Building Project Ad Hoc Committee agrees on moving the project forward, they are divided on the approach. He outlined three options for the project:

1. Rehabilitate and expand the existing building.
2. Demolish and rebuild the existing building.
3. Explore building a new police facility on a different site.

He outlined the two potential directions:

Option 1: Focus on the current building and prepare schematic design concepts for both rehabilitation and expansion (Options 1 & 2, above), or, Option 2: Prepare a schematic design for a new site (Vista Lobos) and for one or both of the current site options (Options 1 & 2, above).

Public Comment:

Parker Logan

Andi Carr

David O'Neil

Mayor Potter moved to proceed with Option 1, directing the architect to create a schematic design for rehabilitating and expanding the existing police building, seconded by Councilmember Dramov.

Council discussion resumed. Councilmembers Baron and Ferlito made a case for schematic designs of remodeling and expanding the existing building as well as schematics designs for building on a new site, since the city has already paid for two schematic designs. Councilmember Baron emphasized that without comparing options, it's impossible to know if a new site might be better or more cost-effective. Mayor Potter preferred focusing on the existing building, avoiding changes to the Vista Lobos site and riling up the community. Councilmember Ferlito highlighted the need for a safe workspace for police officers, expressing concern about working in a building under construction.

Motion by Mayor Potter to proceed with Option #1, directing the architect to create a schematic design for rehabilitating and expanding the existing building, seconded by Councilmember Dramov. and approved 3-2-0-0 by the following roll call vote:

AYES: Councilmembers Dramov, Richards, and Mayor Potter

NOES: Councilmembers Baron and Ferlito

ABSENT: None

ABSTAIN: None

Item 7 - Receive a presentation on the exploration of street addresses, to be discussed, and provide staff with direction

Administrative Analyst Emily Garay presented on street address implementation, answering Council questions and presenting supporting research. She outlined that street address implementation would not trigger at home mail delivery or cause the post office to close. Garay emphasized that numbered street addresses would enhance public safety response times and that the California Fire Code and Building Code, adopted by the City, sets foundational safety standards. She also noted concerns from residents about inconveniences and public safety issues, such as delays in financial verifications, lost packages, utility setup delays, and undeliverable medications and medical equipment.

Councilmember Ferlito, representing the street address ad hoc committee, recommended moving forward with street address implementation. She summarized the committee's recommendation to direct staff to move forward with street address implementation and return at future meeting date with an implementation and community engagement plan. She noted that alternatively, the Council could choose to conclude its research and maintain the current system.

Public Comment:

Deanna Dickman

Andi Carr

Susan Vierra

Nancy Twomey

Betty Kullas

Alice Corey

Connie Irish-Hess

Carolyn Hardy

Karyl Hall

David O'Neil

Harvey Billig

Joe Danucci

Todd Muck

Kimberly Cole

Oleg Pierson

Neal Kruse

David Gomez

Parker Logan

Mike Brown

Melanie Billig

Shirley Moon

Kevin Ruess

Maria Ruess

Betty Maurutto

Wanda Vollmer

Jon Levy

Christy Hollenbeck

Linda Marie Rosier

Linda Smith

Kristi Reimers

Council discussion resumed. Councilmember Ferlito said a decision on whether to follow the law cannot put forward to the voters and emphasized public safety as the primary reason for implementing street addresses. Mayor Pro Tem Richards voiced support for street addresses for public safety reasons. Councilmember Dramov pointed out that the current Municipal code allows directional addresses. City Attorney Pierik explained that while the City adopted the State Fire and Building Code, they can implement more restrictive rules but not less restrictive ones. He added that if the Council moves forward with street address implementation, then the City Code

would need to be amended to align with the Fire and Building Code requirements. Councilmember Baron agreed with Richards, acknowledging the balance between preserving the village's quaintness and ensuring safety and convenience. He added that the village's charm also comes from its beach, houses, and the compassion of its residents. Mayor Potter expressed concern that street addresses would detract from the village's character.

Councilmember Ferlito motioned to direct staff to move forward with street address implementation, and return in September with an implementation plan, community engagement plan, seconded by Mayor Pro Tem Richards.

Council discussed coming back at the next meeting with an Ordinance to amend the municipal code to remove the section about directional addresses being allowed.

Councilmember Ferlito amended her motion to include returning in September with an Ordinance to amend the municipal code removing the provision allowing directional addresses.

Motion by Councilmember Ferlito to direct staff to move forward with street address implementation, and return in September with an implementation plan, community engagement plan, and return in September with an Ordinance to amend the municipal code removing the provision allowing directional addresses, seconded by Mayor Pro Tem Richards, and approved 3-2-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Ferlito, Richards

NOES: Councilmember Dramov, Mayor Potter

ABSENT: None

ABSTAIN: None

Council took a recess at 9:31 and returned to the dais at 9:40 p.m.

Councilmember Dramov left the meeting at 9:31 p.m.

PUBLIC HEARINGS

Item 8 - APP 24118 (Hofsas House, Inc.) - Consideration of an appeal of the Planning Commission's approval of Design Review application DR 24059 (Hofsas House, Inc.) associated Lot Line Adjustment and Coastal Development Permit for the demolition of an existing 38-room hotel and the construction of a new 38-room hotel, and Use Permit application UP 24060 for the hotel and associated accessory uses located on San Carlos Street 2 northwest of 4th Avenue in the Residential & Limited Commercial (RC) District. APN: 010-124-001-000 and 010-124-014-000

Assistant City Administrator Swanson provided a CEQA overview, explaining its purpose to inform government decision-makers and the public about potential environmental impacts of projects and ways to avoid or mitigate them. Principal Planner Marnie Waffle provided a presentation to Council on the appeal of the Hofsas House Hotel Project, approved by the Planning Commission

in April, involving the demolition and reconstruction of the 38-room hotel. She responded to Council questions. Neal Kruse, the appellant, argued that the project's CEQA exemption was inappropriate due to inadequate environmental impact assessment.

Public comment:

Neal Kruse, appellant

Chuck Najarian

Tony Lombardo

Eric Miller

Peter Prows

Karyl Hall

Arlene Eachan

David Gomez

Melanie Billig

Carolyn Hardy

Walter Wagner

Dan Silvieri

Leslie Dunn

Mark Watson

Victoria Beach

Kristi Reimers

Lee Rosen

Carie Theis

Assistant City Administrator Swanson addressed public questions. Council discussed the issue and reached a consensus that the appellant did not provide sufficient evidence to invalidate the CEQA exemption determined by the Planning Commission and found no valid reason to overturn the Planning Commission's decision that the project is exempt from CEQA.

Motion by Baron to adopt Resolution 2024-061 denying the appeal, determining that the Carmel Legacy Hotel project is exempt from CEQA and upholding the Planning Commission decision April 10, 2024, seconded by Mayor Potter, and approved 4-0-1-0 by the following roll call vote:

AYES: Councilmembers Baron, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: Councilmember Dramov

ABSTAIN: None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Council adjourned at 11:48 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



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

August 5, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: June 2024 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

- City Administrator Contract Log (*no contracts under \$60K for June*)
- Community Planning and Building Department Reports
- Police, Fire, and Ambulance Reports
- Public Records Act Requests
- Public Works Department Reports

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Community Planning and Building Department Reports

Attachment 2) Police, Fire, and Ambulance Reports

Attachment 3) Public Records Act Requests

Attachment 4) Public Works Department Reports



CITY OF CARMEL-BY-THE-SEA Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Leah R. Young, Administrative Coordinator
SUBMITTED ON:	July 1, 2024
APPROVED BY:	Brandon Swanson, Assistant City Administrator & Acting Director of Community Planning and Building

JUNE 2024 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In June 2024, **44** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In June 2024, **1** business license application was received.

III. BUILDING PERMIT APPLICATIONS:

In June 2024, **48** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In June 2024, **2** new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In June 2024, **1** new transient rental compliance case was created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In June 2024, **19** encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In June 2024, **23** tree permit applications were received.

Table 1 includes the following June 2024 totals:

- Planning Permit Applications
- Business License Applications
- Building Permit Applications
- Code Compliance Cases
- Transient Rental Cases
- Encroachment Permit Applications
- Tree Permit Applications

June 2024 totals are provided alongside June 2023 totals for comparison. Compared to the same time period in the year 2023, Table 1 denotes percentage changes in the year 2024.

Table 1
Permit Application Totals and YTD Percentage Changes

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACH- MENTS	TREE REMOVAL & PRUNING
2023 YTD Totals	195	34	315	94	19	136	220
2024 YTD Totals	196	31	311	82	12	129	175
YTD % Difference	+ 0.51%	- 8.82%	- 1.27%	- 12.77%	- 36.84%	- 5.15%	- 20.45%



Planning Permit Report

06/01/2024 - 06/30/2024

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
24195	Use Permit	Use Permit Amendment: Cultura Restaurant	Lincoln Street/between 5th & 6th, Carmel, CA	6/27/2024		In Review
24194	Preliminary Site Assessment	Preliminary Site Assessment	Lincoln 3 N/E of 4th, Carmel	6/28/2024		In Review
24193	Design Study	Convert previously approved carport to garage	Monte Verde 3 NW of 11th Carmel-By-The-Sea CA 93923			In Review
24192	Reasonable Accommodation	Reasonable accommodation to construct a detached ADU on a building site with an existing guest house and to exceed two accessory buildings on a building site.	Monte Verde 2 SE of 8th Ave	6/25/2024		In Review
24191	Historic Evaluation	PRELIMINARY PHASE 1 - INITIAL ASSESSMENT OF HISTORIC SIGNIFICANCE	Carmelo Street, 5 Southeast of Ocean Ave.	6/25/2024		In Review
24190	Design Study	Replace roof, window replace, chimney cap, front porch, and range hood roof jack.	Scenic 3 NW of 8th	7/1/2024		In Review
24189	Design Study	This capital improvement project continues work from DS 23-173 to replace an additional approximately 932 linear feet of heavily-deteriorating and missing portions of railing along the Scenic Pathway.	Scenic Pathway between 9th and Martin Way	6/25/2024		In Review

24188	Appeal	DECISION BEING APPEALED TO CITY COUNCIL: Approval of Design Study DS 21-376 (Mardani); approval of categorical exemption from CEQA pursuant to Section 15301 (Class 1) - Existing Facilities. GROUNDS FOR APPEAL: (Attached photos and appendices.) Project does not comply with the applicable requirements as set out under the Carmel Municipal Code and, therefore, should have never been presented to and/or considered by the Planning Commission in the first place. 1) No recent, independent, land survey required or done; 2) Lot does not qualify for a legal building site for two reasons; 3) Non-conforming setbacks combined with demolition greater than 50% require entire cottage to be rebuilt up to current code 4) Project entails more than a 50% increase in floor area.	Ocean Avenue 4 NE of Guadalupe	6/24/2024	Attachment 1	In Review
24187	Historic Evaluation	HISTORIC EVALUATION. Hotel Renovation, Svendsgaard's Inn	San Carlos St & 4th Ave	6/26/2024		In Review
24186	Preliminary Site Assessment	232 S.F. ADDITION	Junipero Avenue 4 SE of 8th Avenune			Corrections Required
24185	Design Study	Sitework and patio associated with A.D.U.	NW Corner of Casanova & 8th	6/26/2024		Pending Assignment

24184	Landscape Plan Check/Inspection	New landscaping around the existing home and new approved ADU. The existing lawn is to be replaced with a mostly native meadow and oak woodland species. A new path is proposed to the front door.. Additional features include two water features for bird habitat, a small circular lawn and addiitonal planting strip in the driveway. to reduce impervious surface area.	6th Street and Santa Fe	7/2/2024		Attachment 1 In Review
24183	Coastal Development Permit	Coastal Development Permit for associated design study, DS 24127	San Antonio 2 SW of 10th	6/20/2024		In Review
24182	Banners	Installation of banner signs along both sides of 10 banner poles along Ocean Ave from Junipero to Monte Verde, and two double banner postings at the Sunset Center. Banners to be installed for the following dates: November 8, 2024 - November 19, 2024, Feb 7, 2025 - Feb 18, 2025, March 7, 2025 - March 18, 2025, April 18, 2025 - April 29, 2025, May 9, 2025 - May 20, 2025.	Ocean Ave from Junipero to Monte Verde	6/20/2024		In Review
24181	Design Study	Addition of two (2) 22"x22" skylights above the kitchen. Color is proposed to be Neutral Gray Velux units made of aluminum.	Dolores 2 SE of 9th	6/20/2024		In Review
24180	Design Study	Re-stucco of two chimneys using an Omega Travertino Smooth finish in the color "Quake", color code 1C035.	Palou 2 SW of 2nd	6/19/2024		In Review

24179	Sidewalk Vending	Roaming sidewalk vending application for Ocean 2 NE of Dolores, in front of the Linggi Building. Proposing to operate Sunday through Saturday from 11am to 8 pm selling gelato. Cart to be 1.6mx.8mx2.4m.	Ocean 2 NE of Dolores	6/19/2024		In Review
24178	Sidewalk Vending	Roaming sidewalk vending application for Dolores 4 SE of Ocean and Picadilly Park. Proposing to operate Sunday through Saturday from 11am to 8 pm selling gelato and clam chowder bread bowls with an electrical induction stove top. Cart to be 1.6mx.8mx2.4m.	Dolores 4 SE of Ocean & Picadilly Park	6/19/2024		In Review
24177	Lot Merger	Voluntary merger of three existing lots into one parcel. No change to existing structures proposed.	San Carlos 3 & 4 NW of 6th	6/19/2024		In Review
24176	Historic Evaluation	Historic evaluation in conjunction with DS 24133 (Brinks).	Carpenter 4 NE of 3rd	6/18/2024		Closed
24175	Design Study	708 sf two-story addition to the existing 852sf residence located at the rear of the property, including a family room on the lower level and a bedroom and bath at the upper level. Project includes reconfiguring an interior hallway and addition of stairs to access the addition.	4910 Monterey St	6/18/2024		In Review
24174	Banners	Installation of banners along banner poles 9 & 10, both sides. Installation to be for six days from August 8th, 2024 to August 15, 2024 and banners shall feature an Aston Martin driving through Furka Pass, designed by Simon Bull.	Ocean from Monte Verde to Lincoln	6/18/2024		In Review

24173	Design Study	This approval of Design Study DS 24173 (Berner) authorizes a proposed alteration to an existing single-family residence located on at San Antonio 3rd SE of 8th in the Single-Family Residential (R-1) District; 1)Construct a concrete retaining wall with a brick veneer in the front yard. 2) Fill in the new area with wood chips and mulch. Alterations not expressly listed in this authorization are not permitted unless modified by the conditions of approval contained herein. located at San Antonio 3rd SE of 8th in the R1 District and, APN: 010269011000 as depicted in the plans stamped approved by Community Planning and Building Department on 06/20/2024 unless modified by the conditions of approval contained herein.	San Antonio 3rd SE of 8th	6/18/2024	6/20/2024	Approved
24172	Design Study	Interior remodel of existing single family residence with exterior window replacement	Camino Real 10NE 4th	6/18/2024		In Review
24171	Design Study	In-kind window replacement for six windows and one slider consisting of two sidelights and two sliding door panels.	SW Corner of Mission & 3rd, Unit C4	6/17/2024		In Review
24170	Design Study	Replacement of two existing windows with new windows in-kind.	13th 2 SE of Casanova	6/17/2024		In Review
24169	Historic Evaluation	Historic evaluation of existing hotel.	SE Corner of Dolores & 4th	6/17/2024		In Review

24168	Design Study	This approval of Design Study application DS 24-168 (Lutz) authorizes a 205-square-foot basement, as depicted in the plans prepared by Thomas Bateman Hood Architecture dated May 1, 2024, unless modified by the conditions of approval. DS 24-168 (Lutz) has been submitted as a revision to DS 23-160 (Lutz) approved by the Planning Commission on February 13, 2024, which authorized additions totaling 211 square feet consisting of a 76-square-foot kitchen addition and a 135-square-foot bedroom addition (Bldg Permit 240154), as well as a new 235-square-foot detached garage in the front yard setback (Bldg Permit 240155) and associated site improvements located at Santa Fe Street 4 northwest of 6th Avenue in the Single-Family Residential (R-1) District.	Santa Fe 4 NW of 6th	6/17/2024	6/21/2024	Approved
24167	Design Study	Exterior remodel of doors, windows, siding, roof material, and fireplace. Site Improvements to site walls, stairs, pathways, patios, driveway, hot tub and fire pit.	NE Corner of Scenic & 10th	6/18/2024		In Review
24166	Design Study	Construct Fencing in front yard with gate.	Camino Real 2 NW 8th Ave	6/13/2024		Corrections Required

24165	Design Review	VOID - DUPLICATE APPLICATION. Demolition of 2 buildings, trash enclosure, 2 trellis structures, & 2 parking areas. New construction for ground floor parking garage, commercial spaces on ground floor, & 8 residential apartments on 2nd floor; 3 bedroom units w/ roof top deck.	Dolores Street, 2 SE of 7th Avenue			Attachment 1 Closed
24164	Design Study	Exterior remodel of existing residence including replacing doors and windows at the front, adding a roof over the existing front deck, expanding the uncovered front deck, replacing siding with stucco and stone, and construction of new site walls, stairs, pathways, patios and driveway.	Scenic Road 3 SE 12th Avenue	6/18/2024		In Review

24163	Design Study	This approval of Design Study (DS 24163, Harris) authorizes alterations to an existing historic single-family residence located on at Lincoln 2 SE of 12th Avenue in the Single-Family Residential (R-1) District; 1) Replacement of the cedar shake roof, like for like. 2) Repairing the exterior of all the steel windows and painting the windows dark green. Applicant to putty the windows with a window glazing compound; the finish will remain consistent with the original install of the windows. 4) Replace and add additional gutters with anodized aluminum. 5) Interior countertop and appliance replacement. Alterations not expressly listed in this authorization are not permitted unless modified by the conditions of approval contained herein.	Lincoln 2 SE of 12th Ave.	6/11/2024	6/13/2024	Attachment 1 Approved
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24162	Design Study	Adding new stone veneer to the East & North Elevations. The Stone Veneer Extends beyond the garage door & aligns with the second floor. - Moving Upper Level Window #13 from North Side to South side adding window #18 on South side upper level. - Change existing metal roof to composite asphalt shingles. Certainteed Presidential TL - Shadow Gray Planning application #19-067 revision	Mission 5 NW of Santa Lucia	6/18/2024		Attachment 1 In Review
24161	Design Study	Replace leaking roof decks at upper and lower level, reinstall metal railing with glass panels leaving off wood lattice, replace dry rot 2"x6" exterior trim around windows and doors at the entry area south side and deck patio doors, replace dry rot front door, replace existing exterior lights with lights less than or equal to 300 lumens.	NW Corner of Camino Real & 8th	6/4/2024		In Review
24160	Design Study	Construction of new wood pergola	North Camino Real, 2N/e of 4th	6/17/2024		In Review
24159	Use Permit	Amend Conditions of Approval item #26 from requiring a recorded easement to allow for a "Revocable Agreement for Right of Use" as the owners of the Cypress Inn have not yet agreed on allowing an easment to be placed on their parcel. They have agreed to a revocable right of use agreement which has been recorded.	Dolores 6 SW of Ocean	5/23/2024		In Review

24158	Design Study	Amend previously approved landscape & hardscape design. Install new plants, site walls, fencing, side yard steps, lighting, and spa in year yard.	Casanova Street 4 SW of 4th Avenue	5/21/2024		Attachment 1 In Review
24157	Historic Evaluation	HISTORIC EVALUATION	NW Corner of 8th Ave & Lincoln St	5/13/2024		In Review
24156	Sign	NEW SIGN: "Mother Hearth"	Lincoln 2 SW of Ocean	5/8/2024	6/11/2024	Approved
24155	Design Review	VOID	2 SE of 13th Avenue			Closed
24154	Design Study	Front yard fence; new design.	LINCOLN 5 SW of 10th	5/7/2024		In Review
24153	Design Study	Addition of a 250 S.F. Garage	Lobos St. 2 NE of 4th Ave.			Closed
24000		THIS IS A TEST PERMIT		6/5/2024		

Total Records: 44

7/5/2024



Business License Report

06/01/2024 - 06/30/2024

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
24031	Ownership Change	La Coiffure	Hair Salon	NW corner Monte Verde and Ocean Ave	6/25/2024		In Review

Total Records: 1

7/5/2024



Building Permit Report

06/01/2024 - 06/30/2024

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
240309	6/28/2024		Remove (e) composition roof and replace with new 30lb felt and Presidential TL Class "A" fire retardant roof in color "	17,425	Roofing	Crespi 5 SE of Mountain View
240308	6/27/2024	6/27/2024	Main service panel change, replacing the existng 100amp overhead with a new 200amp overhead service.	2,500	Electrical	Torres 3 SE of 9th
240307	6/27/2024		Exterior painting of windows and doors on the North and West sides of garage and South side of house to match existing colors. Replace garden shed and garage man doors to match existing, door jambs to remain.	0	Exempt Work	Lopez 10 NW of 4th
240306	6/27/2024		New roof-mounted solar PV system (11.480 kW)	45,134	Electrical	Dolores 3 NW of 6th
240305	6/26/2024		PARTIAL REPIPE FOR 2 BATHFROM SUB FLOOR DOWN TO FOUNDATION	11,704	Plumbing	6th 2 SW of Carpenter
240304	6/26/2024		Remove existing fireplace, install new exterior doors, and install new electrical fireplace.	47,500	Building	4th 2 SE of Torres
240303	6/26/2024		Conversion of existing 384 sq ft detached studio to ADU with no changes to exterior or to site coverage.	25,000	Building	Camino Real 10 NE of 4th
240302	6/26/2024		Waterproofing: Replace 115 SF 2nd story deck waterproofing membrane with Grace brand Bithurhane waterproofing membrane. Existing slate tile will be removed, and the matching tile will be installed.	23,710	Building	Torres 3 NE of 4th
240301	6/26/2024	6/26/2024	Reroof: Remove existing Wood shakes and replace with CertainTeed Landmark TL Composition Country Grey.	43,750	Roofing	Torres 3 NE of 4th
240300	6/25/2024		Remodel of kitchen and two bathrooms	35,000	Building	SE Corner of San Carlos & Camino Del Monte, Unit C4

240299	6/25/2024		Installation of new 5.55kW PV system and two new Tesla Powerwall 2's and a new 200 amp gateway.	63,645	Electrical	Attachment 1 Carmelo 5 NW of Ocean
240298	6/24/2024	6/24/2024	Interior repairs/modifications that do not change existing electrical, plumbing, or structural: replace can lights, replace plumbing fixtures in both bathrooms and kitchen, install new countertops in bathrooms and kitchen, install new doors, door hardware, and new floors. Update all existing pendant, chandelier, and bathroom sconces. Paint interior and install new appliances.	0	Exempt Work	NE Corner of San Carlos & 8th, Unit 4
240297	6/24/2024		Sawcut (e) concrete slab for replacement of (e) electrical line for (e) China Arts Bldg. Remove portion of low block wall in front of electrical panel for access to (e) meter. Remove portion of (e) low wall for installation of new exterior exit doors at (e) China Arts Bldgs. Replace (e) conc. slab to match (e).	15,000	Building	NE Corner of Lincoln & 7th
240296	6/21/2024		Installation of two skylights in the main living room and installation of one skylight in the kitchen.	15,000	Building	Lobos 5 NE of 4th
240295	6/21/2024	6/24/2024	Remove existing tar & gravel roof and install new insulation board and two-ply granulated torch down.	31,427	Roofing	Monterey 3 NE of Valley Way
240294	6/21/2024	6/21/2024	Repair of broken sewer lines under the foundation of the residence.	24,128	Plumbing	25975 Junipero St
240293	6/20/2024	6/21/2024	Remove existing roofing material and replace with new CERT Carriage House Shingles roofing material in color "Brownstone".	70,500	Roofing	NE Corner of Mission & 7th
240292	6/20/2024		Replacement of exterior doors and windows, in-kind replacement of wood siding, resurfacing the upper rear deck with Trex to mimic wood, and a new wood-and-cable railing at the upper rear deck.	200,000	Building	SW Corner of San Carlos & 2nd
240291	6/20/2024	6/20/2024	CLOSED - Upgrade and replace current 125amp main panel to a 200amp main panel.	4,000	Electrical	3142 8th Ave Carmel, 93923

240290	6/20/2024	6/20/2024	Installation of a new gas line to generator in conjunction with EP 240129.	2,500	Plumbing	Attachment 1 SW Corner on 4th & Santa Fe St
240289	5/13/2024		CONVERT 363 S.F. OF LIVING AREA AND ADD 173 S.F. FOR A TOTAL OF 536 S.F. ADU ADDITION/ CONVERSION	70,000	Building	Lincoln 5 NE of 3rd
240288	6/20/2024	6/20/2024	Remove existing composition roof and install new Landmark TL 50 year composition shingles in color Shenandoah.	53,000	Roofing	SE Corner of Mission & 5th
240287	6/20/2024	6/20/2024	Remove existing wood shake roof and install new Landmark TL 50 year shingle roof in color Shenandoah	39,000	Roofing	Monte Verde 2 SE of Ocean
240286	6/20/2024		Replace bathtub with tub/shower combo.	11,000	Building	Monte Verde 3 SE of 12th
240285	6/19/2024		Additional of a new ADU-Accessory Dwelling Unit 782.2 sq, ft.	351,990	Building	NW Corner of Dolores & Santa Lucia
240284	6/19/2024		install one battery 13.5kwh.	7,000	Electrical	Forest 2 SW of 7th
240283	6/18/2024		Repairing and moving fence to the property line. Fence to be approximately 130' long and no more than 6' in height.	0	Exempt Work	Camino Del Monte 4 NW of San Carlos
240282	6/18/2024	6/27/2024	Repair and/or replace door hinges and dead bolt mechanisms as needed on front door. No changes to front door.	1,000	Exempt Work	Ocean 3 SE of Lincoln
240281	6/18/2024	6/19/2024	Re-face existing original fireplace no charge to firebox or gas inlet.	3,000	Building	SE Corner of San Carlos & Camino Del Monte
240280	6/17/2024	6/17/2024	Overlay TPO roofing over existing roof, install TPO in gray color with a ballast finish.	10,400	Roofing	Ocean 2 NE of Dolores
240279	6/14/2024	6/18/2024	Remove existing fence on the 10th Ave side. Install new fence and redwood posts to be placed in same location and same height.	0	Exempt Work	NW Corner of Casanova & 10th
240278	6/14/2024		Repair water damage to floor and ceiling and wall of front bedroom due to leaking skylight and wall. Replace existing door with new French door. Reroof whole house. Repaint exterior of house with similar existing color.	100,000	Building	San Antonio 4 SW of 10th

240277	6/14/2024		New roof-mounted solar pv system (10.660 kW) with energy storage.	59,063	Electrical	Attachment 1 Santa Rita 2 NW of 4th
240276	6/14/2024	6/14/2024	Interior painting, install laminate flooring over existing plywood, install new baseboards and paint cabinets.	0	Exempt Work	Carpenter 3 SW of 3rd
240275	6/12/2024	6/20/2024	Retail TI to include: Trim repair, repair on walls with holes, addition of a new partition wall to create backroom area, and interior painting throughout.	5,000	Exempt Work	San Carlos 3 NE of 6th
240274	6/12/2024		Partial reconstruction of an existing pedestrian walkway, retaining wall, and wood fence that were damaged during rainstorms. Replacement of failed wood lagging and posts, a new concrete pier cap, doweled into the existing piers, and removal and replacement of grape-stake fencing.	275,000	Building	N San Antonio between 2nd and 4th
240273	6/12/2024	6/12/2024	Remove sheetrock as necessary in studio to expose potential leak origin from second story deck.	1,200	Demolition	San Antonio 2 SW of 7th
240272	6/11/2024		Minor addition to and remodel of existing single family residence. New front door, french doors, and deck over existing garage.	75,000	Building	Lincoln 3 NE of 10th
240271	6/11/2024	6/11/2024	Restoration of approximately 64sf of damaged drywall in the bathroom and kitchen. Replace damaged cabinets, countertops, and paint damaged area to match. No MEP work authorized.	0	Exempt Work	Mission 3 SE of 4th, Unit 3S
240270	6/10/2024		Installing rooftop mounted 4.1kW PV system with 13.6kWH Battery Backup	35,000	Electrical	Mission 4 SW of Alta
240269	6/10/2024	6/10/2024	Replace existing tar and gravel roof in-kind.	5,000	Roofing	25987 Mission St
240268	6/7/2024	6/24/2024	Tear off existing comp shingles and install new presidential shingles in color "Country Gray".	40,675	Roofing	San Carlos 5 SE of 12th
240267	6/7/2024		New 128 sf 2nd floor deck over 1st floor deck.	18,000	Building	San Carlos 2 NW of 3rd
240266	6/6/2024	6/12/2024	Remove wood shake. Install class "A" Presidential composition shingles in color "Country Gray".	45,000	Roofing	Casanova 2 SW of 10th

240265	6/6/2024	6/11/2024	Partial re-roof using Fleeceback 60mil light gray PVC membrane	92,900	Roofing	Attachment 1 NE Corner of Monte Verde & Ocean
240264	6/5/2024	6/12/2024	Remove existing 2,800sf of rolled roof and replace with Flintlastic SA roof system in color "Weathered Wood".	15,600	Roofing	Ocean 3 NE of Carpenter
240263	6/5/2024	6/5/2024	Interior painting and miscellaneous cabinetry finishes.	0	Exempt Work	Casanova 3 SW of 10th
240262	6/4/2024	6/4/2024	Replace select damaged deckboards at landing. Paint railings and deck boards.	0	Exempt Work	Monte Verde 2 SE of Ocean

Total Records: 48

7/5/2024



Code Compliance Report

06/01/2024 - 06/30/2024

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
24096	6/20/2024	1st NOV sent	Torres 2 SE of 1st	Transient rental	6/20/2024	
24078	6/4/2024	Closed	Lobos 5 SE of 2nd			

Total Records: 2

7/5/2024



Transient Rental Report

01/01/2024 - 06/28/2024

Case #	Street	Status	Date Received	Last Status Date	Date Closed
24096	Torres	1st NOV sent	6/20/2024	6/21/2024	
24076	Monte Verde	Closed	4/19/2024	5/22/2024	5/22/2024
24069	Torres	Closed	3/8/2024	5/3/2024	5/3/2024
24067	Carmelo	Closed	2/26/2024	3/22/2024	3/22/2024
24051	Rio	Closed	2/8/2024	3/5/2024	3/5/2024
24049	8th	Closed	2/2/2024	2/20/2024	2/20/2024
24047	Lopez	Closed	1/29/2024	5/6/2024	6/5/2024
24046	2nd	Closed	1/30/2024	2/6/2024	6/12/2024
24045	Lobos	Closed	1/29/2024	3/6/2024	4/6/2024
24029	7th	Closed	1/16/2024	2/26/2024	2/26/2024
24028	Forest	Closed	1/16/2024	2/9/2024	2/9/2024
24027	Scenic	Closed	1/15/2024	2/8/2024	2/8/2024

Total Records: 12**6/28/2024**



Encroachment Permit Report

06/01/2024 - 06/30/2024

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
240129	Perm Ench	6/27/2024	Legalize existing encroachment permits for curb stones in the public right of way. No work is proposed to element, encroachment permit to waive Planning Commission condition DS 23-217 #21 if approved.	Torres 4 NE of 6th		In Review
240128	Temp Ench	6/27/2024	PG&E to trench and backfill a 5'x5' bellhole and abandon existing gas service. PM# 35555242.	Torres 6 NE of 5th	7/1/2024	Issued
240127	Temp Ench	6/27/2024	TCP for MH and SB access, place and splice fiber cable with no excavation.	Intersection of Dolores & Ocean and Dolores & 7th	6/27/2024	Issued
240126	Perm Ench		VOID - Missile bore to connect services	24690 CABRILLO ST CARMEL CA 93923		
240125	Temp Ench	6/20/2024	Closure of sidewalk space to paint building and perform stucco repair.	NE Corner of Ocean & Dolores	6/24/2024	Issued
240124	Temp Ench	6/20/2024	Close sidewalk to properly remove existing composition roof and install new roof. Trailer to be parked on Mission St and "Sidewalk Closed Ahead" signs will be placed at each corner block	SE Corner of Mission & 5th	6/24/2024	Issued
240123	Temp Ench	6/18/2024	Temporary TCP to overlash poles.	Camino Real between 9th ave and 10th ave	6/24/2024	Issued
240122	Temp Ench	6/14/2024	4'x37' asphalt trench for CalAm #2489.	NE Corner of Dolores & 2nd	6/14/2024	Issued
240121	Temp Ench	6/11/2024	Replacement of sewer lateral using pipe bursting.	NE Corner of Santa Fe & 1st	6/12/2024	Issued

240120	Temp Ench	6/11/2024	Roof cleaning using industry standard water wash with reclaimed water.	SE Corner of Dolores & 6th	6/12/2024	Attachment 1 Issued
240119	Temp Ench	6/11/2024	Install scaffolding in front of Heid's Shoes & Tommy Bahama to change upstairs windows. Install tile mural, stucco patch & paint.	Ocean 2 NW of Mission	6/12/2024	Issued
240118	Temp Ench	6/11/2024	PG&E to complete gas maintenance, excavate a 4'x5' bellhole and restore.	Intersection of Guadalupe & 1st	6/12/2024	Issued
240117	Temp Ench	6/10/2024	Establish TCP to access to poles in order to overlash	San Carlos from Ocean to 11th	6/11/2024	Issued
240116	Temp Ench	6/7/2024	Remove single check in sidewalk and replace with DDC on existing riser. CONDITION: The new concrete replacing the box must be exposed aggregate to match in kind.	Lincoln 4 NE of 7th	6/25/2024	Issued
240115	Temp Ench	6/5/2024	REPLACE 80' OF SEWER LINE WITH NEW CLEAN OUTS	SE Corner of San Carlos & 7th	6/7/2024	Closed
240114	Temp Ench	6/5/2024	Create trench to tie-in new sewer line.	Scenic 3 SW of Ocean	6/11/2024	Issued
240113	Temp Ench		Buddy pole is being removed by PG&E Comcast is to transfer their cable	25127 Hatton Road		Closed
240112	Temp Ench	6/3/2024	Placement of one dumpster and reservation of one parking stall in front of project.	Mission 3 NE of 8th	6/10/2024	Issued
240111	Perm Ench	6/3/2024	Pipe bursting roughly 8,000lf of sanitary sewer pipe, rehabilitation of roughly 24 manholes, installation of 9 new manholes, removal of 9 flush inlets, and replacement of 6 flush inlets.	Santa Rita from Ocean to 2nd, Guadalupe from Ocean to 1st, minor work along 6th, 5th, 4th, and 3rd.		In Review

Total Records: 19

7/5/2024



Tree Permit Report

06/01/2024 - 06/30/2024

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
24153	6/3/2024	Tree Removal/Pruning	Camino Real 4 NW of 11th	Pruning of tree on private property.	In Review	
24154	6/3/2024	Tree Removal/Pruning	Mission 4 SE of 10th	Remove one large limb from oak tree which is currently sitting on the roof	Approved	6/14/2024
24155	6/4/2024	Emergency Tree Work	13th Casanova SE corner	Remove dead oak in the SW of the property	Approved	6/6/2024
24156	6/4/2024	Tree Removal/Pruning	Dolores 3 NW of 4th	Remove oak limb off of bedroom deck	In Review	
24157	6/4/2024	Tree Removal/Pruning	Mission 3 NW of Santa Lucia	Prune: Two (2) Pine trees.	In Review	
24158	6/4/2024	Tree Evaluation	Vizcaino 3 NE of Flanders Way	2 Large Oaks	In Review	
24159	6/5/2024	Tree Removal/Pruning	Carpenter 3SE of 5th	Prune 3 Cypress Trees	Approved	6/6/2024
24160	6/5/2024	Tree Removal/Pruning	Lincoln 3 SW of 9th	1 Cypress, 30" x 70' Remove large South Side limbs, shorten branches (Approved by Justin on 5/15/24)	Approved	6/6/2024
24161	6/10/2024	Tree Evaluation	Junipero 4NW of 3rd	2 Large Pines, leaning significantly, 80-100 ft	In Review	
24162	6/10/2024	Tree Evaluation	4SE of 8th on Junipero	tree evaluation	In Review	
24163	6/11/2024	Tree Removal/Pruning	4th Ave. 2 NE of Torres St.	I plan to prune all of the trees that are on my property, 2 neighbors trees and a few oaks on the City set back property. I will not prune the 2 Pine trees on the set back area.	Approved	6/24/2024
24164	6/11/2024	Tree Removal/Pruning	Camino Real 4 SE of 10th	Evaluation: Oak Pruning: 2 small Oak branches-much less than 3 inches in diameter	In Review	
24165	6/13/2024	Tree Removal/Pruning	San Carlos 3 SE of 13th	Oak tree on right side of house; 16'	Approved	6/13/2024
24166	6/14/2024	Tree Removal/Pruning	Vizcaino 3 NE of Flanders Way	2 Large Oaks	In Review	

24167	6/14/2024	Tree Removal/Pruning	backyard	Tree seems dead unfortunately but would need confirmation and next steps advice	In Review	Attachment 1
24168	6/17/2024	Tree Removal/Pruning	Torres 3 NW of 8th Avenue	EVALUATION: All trees on lot, one additional dead tree and limbs on tree to the west. **NOTE**Please call, so owner may be present during the evaluation.	Approved	6/17/2024
24169	6/18/2024	Tree Evaluation	Monte Verde 2SE of 13th	1 80 ft Pine Tree for removal	In Review	
24170	6/18/2024	Tree Evaluation	Junipero 2 SW of 4th	Approximately 24" in diameter, 60' high	Approved	7/1/2024
24171	6/20/2024	Tree Removal/Pruning	12th 2SW of Monte Verde	Requesting to remove about 5 2-4" limbs over roof	Approved	6/20/2024
24172	6/20/2024	Tree Removal/Pruning	Santa Fe 3 NE of 5th	1 11" Coast Live Oak	Approved	6/20/2024
24173	6/24/2024	Tree Removal/Pruning	Lincoln 2 NW of 5th	Removal of dead oak trees	Approved	6/27/2024
24174	6/27/2024	Tree Evaluation	NW Corner of Carpenter & 5th	1 approx. 80' height- Redwood	Closed	
24175	6/28/2024	Emergency Tree Work	Junipero 3 SW of Alta	Removal of Eucalyptus tree and trimming of Cypress limbs. One 12 inch Eucalyptus, three 5 inch limbs of Cypress tree.	Approved	7/2/2024

Total Records: 23

7/5/2024



CITY OF CARMEL-BY-THE-SEA

Monthly Report

June 2024

Public Safety

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Public Safety Director
SUBMITTED ON:	July 15, 2024
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance June 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 June 2024, the ambulance was unable to meet the performance measure. The response time was 94% with 2 code-3 calls over 5 minutes.

39 Calls for service in CBTS

36 Code 3 calls for service –Average response time 3:15 min Two calls over 5:00 min.

06/21/24; Dolores & 5th (**7:04 Min Response**); Delay due to response from Monterey

06/27/24; Monte Verde & 4th; (**5:14 Min Response**); Delay due to time of day.

MONTEREY FIRE REPORT

Summary of Monterey Fire June 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 June 2024 the fire department was able to meet the performance measure. The response time was 98% with 1 code-3 calls over 5 minutes.

53 total calls for service in CBTS Average response time: 3:27 min.

40 total Code-3 calls

6/06/24; (**5:44 min response**); Lincoln & 7th; Early Morning Response

BEACH FIRES

There were 2 illegal beach fires reported during the month of June. One Propane and one we were unable to locate.



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 06/01/2024 To: 06/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	6/7/2024 8:04 PM	240607-MNT04086	0:02:22	JUNIPERO AVE	4TH AVE	3
Medical assist, assist EMS crew	6/25/2024 8:26 AM	240625-MNT04503	0:04:47	LOBOS ST	4TH AVE	3
Emergency medical service incident, other	6/20/2024 6:00 PM	240620-124743-MNT	0:00:00	6TH AVE	MISSION	2
EMS call, excluding vehicle accident with injury	6/11/2024 2:01 PM	240611-MNT04181	0:01:25	CASANOVA ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	6/27/2024 11:52 AM	240627-MNT04567	0:01:34	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	6/21/2024 11:59 AM	240621-MNT04413	0:01:42	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/5/2024 10:38 AM	240605-MNT04012	0:02:06	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/15/2024 1:18 PM	240615-MNT04277	0:02:26	MONTE VERDE ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	6/9/2024 8:54 AM	240609-MNT04125	0:02:41	5TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	6/4/2024 8:48 PM	240604-MNT03997	0:02:43	MISSION ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	6/7/2024 7:50 AM	240607-MNT04068	0:03:00	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	6/22/2024 9:37 PM	240622-MNT04436	0:03:02	MONTEREY ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	6/4/2024 2:12 PM	240604-MNT03987	0:03:06	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/12/2024 8:52 AM	240612-MNT04194	0:03:07	CARPENTER ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/4/2024 8:20 PM	240604-MNT03996	0:03:19	MISSION ST	4TH AVE	2
EMS call, excluding vehicle accident with injury	6/8/2024 6:52 PM	240608-MNT04115	0:03:28	CARPENTER ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/27/2024 5:27 PM	240627-MNT04577	0:03:29	DEL MAR AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	6/2/2024 11:52 AM	240602-MNT03934	0:03:31	STERLING WAY	PERRY NEWBERRY WAY	3
EMS call, excluding vehicle accident with injury	6/18/2024 3:44 PM	240618-MNT04359	0:03:35	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	6/9/2024 3:57 PM	240609-MNT04135	0:03:39	CARPENTER ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	6/26/2024 8:42 AM	240626-MNT04536	0:03:40	LINCOLN ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	6/2/2024 10:26 PM	240602-MNT03948	0:03:42	5TH AVE	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	6/16/2024 9:32 AM	240616-MNT04299	0:03:52	CAMINO DEL MONTE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	6/2/2024 7:58 AM	240602-MNT03925	0:03:54	MONTE VERDE ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	6/20/2024 1:31 AM	240620-MNT04389	0:04:10	TORRES ST	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	6/9/2024 9:41 AM	240609-MNT04127	0:04:23	3080 RIO RD		3
EMS call, excluding vehicle accident with injury	6/26/2024 2:45 AM	240626-MNT04533	0:04:28	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	6/27/2024 5:23 AM	240627-MNT04560	0:04:30	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	6/1/2024 2:24 PM	240601-MNT03904	0:04:35	OCEAN AVE	SCENIC RD	3

29

0:03:11

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle accident with no injuries.	6/13/2024 9:30 AM	240613-MNT04219	0:03:10	LINCOLN ST	8TH AVE	3
1			0:03:10			
400 Series (Hazardous Material)						
Hazardous condition, other	6/16/2024 9:12 PM	240616-MNT04319	0:05:46	MONTE VERDE ST	3RD AVE	2
Gas leak (natural gas or LPG)	6/8/2024 11:15 AM	240608-MNT04097	0:02:46	CAMINO REAL ST	4TH AVE	3
Power line down	6/25/2024 10:15 AM	240625-MNT04509	0:03:32	MISSION ST	7TH AVE	2
3			0:04:01			
500 & 600 Series (Service Calls)						
Water problem, other	6/22/2024 10:25 AM	240622-MNT04427	0:00:00	SCENIC RD	OCEAN AVE	2
Water or steam leak	6/11/2024 11:15 AM	240611-MNT04174	0:04:24	TORRES ST	2 SW MOUNTAIN VIEW AVE	2
Water or steam leak	6/2/2024 12:43 PM	240602-MNT03935	0:05:25	MONTE VERDE ST	10TH AVE	2
Police matter	6/7/2024 10:41 PM	240607-MNT04087	0:04:53	SANTA FE ST	1ST AVE	3
Public service	6/1/2024 10:53 PM	240601-MNT03916	0:00:00	OCEAN AVE	CARPENTER ST	2
Public service	6/27/2024 10:24 PM	240627-MNT04585	0:03:56	LINCOLN ST	9TH AVE	3
Public service	6/28/2024 3:20 PM	240628-MNT04602	0:04:06	MISSION ST	1ST AVE	3
No incident found on arrival at dispatch address	6/30/2024 5:42 PM	240630-MNT04651	0:01:51	5TH AVE	MISSION ST	3
No incident found on arrival at dispatch address	6/25/2024 3:55 PM	240625-MNT04516	0:02:26	SCENIC RD	SANTA LUCIA AVE	3
No incident found on arrival at dispatch address	6/2/2024 12:40 AM	240602-MNT03918	0:03:51	SAN CARLOS ST	4TH AVE	3
No incident found on arrival at dispatch address	6/25/2024 2:13 PM	240625-MNT04514	0:04:11	5855 JUNIPERO AVE		3
No incident found on arrival at dispatch address	6/17/2024 7:27 PM	240617-MNT04337	0:05:07	FOREST RD	PINE RIDGE RD	2
No incident found on arrival at dispatch address	6/6/2024 2:08 AM	240606-MNT04035	0:05:44	7TH AVE	LINCOLN ST	3
EMS call, party transported by non-fire agency	6/24/2024 2:14 AM	240624-MNT04473	0:04:15	OCEAN AVE	JUNIPERO AVE	3
EMS call, party transported by non-fire agency	6/17/2024 11:35 PM	240617-MNT04341	0:07:59	2ND AVE	MONTE VERDE ST	2
15			0:03:53			
700 Series (False Alarms)						
Smoke detector activation due to malfunction	6/1/2024 10:28 PM	240601-MNT03915	0:03:22	SAN CARLOS ST	3RD AVE	3
Alarm system sounded due to malfunction	6/25/2024 9:18 AM	240625-MNT04504	0:00:01	SAN CARLOS ST	6TH AVE	2
Smoke detector activation, no fire - unintentional	6/15/2024 7:46 AM	240615-MNT04266	0:03:56	SAN ANTONIO AVE	8TH AVE	3
Smoke detector activation, no fire - unintentional	6/3/2024 10:16 AM	240603-MNT03955	0:04:10	MONTE VERDE ST	6TH AVE	2
Carbon monoxide detector activation, no CO	6/2/2024 9:37 PM	240602-MNT03947	0:03:49	4TH AVE	TORRES ST	2
5			0:03:04			
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					Code 2 Calls	13
240606-MNT04035 Staff delay					Code 3 Calls	40
					Total # of Incidents	53
					% Under 5 Minute Response Time	98%



CARMEL-BY-THE-SEA

JUNE 2024

Response Summary Report by Incident Type

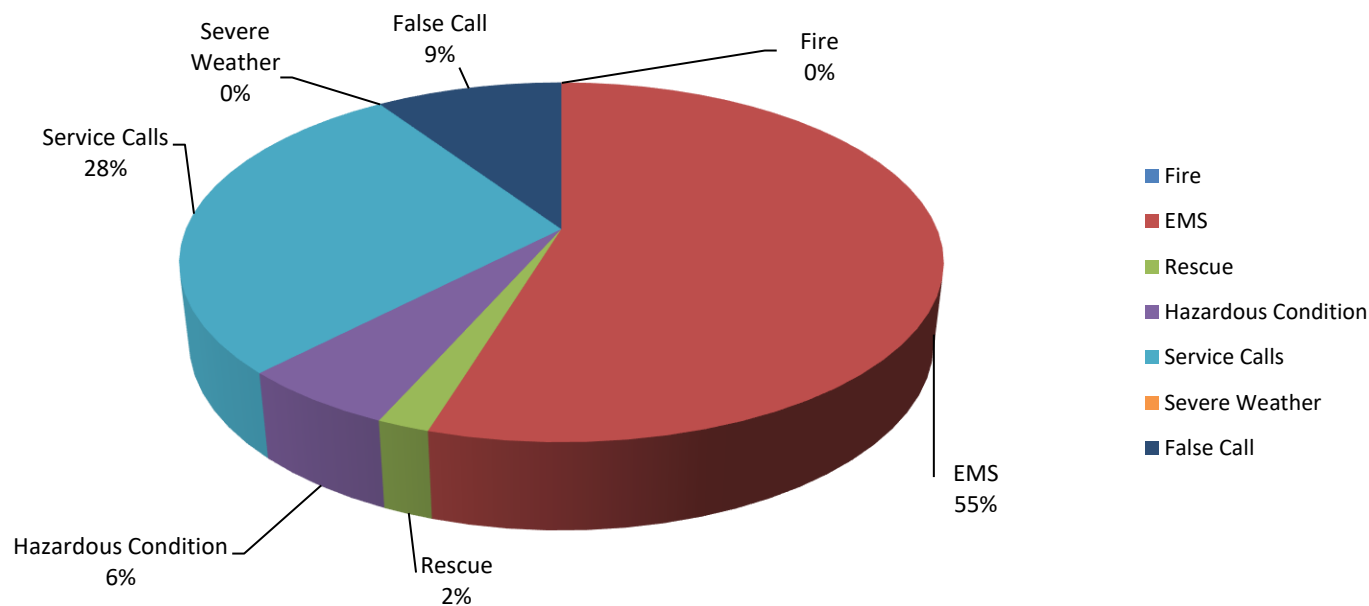


Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	29	3:11
Rescue	1	3:10
Hazardous Condition	3	4:01
Service Calls	15	3:53
Severe Weather	0	0:00
False Call	5	3:04

Total Responses

53

3:27



Total Code 3 Calls:

40

Response Times for Code 3

Calls ≤ 5 minutes:

98%



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 06/01/2024 To: 06/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	6/1/2024	240601-CFA00592	00:03:43	OCEAN AVE	SCENIC DR	3
EMS call, excluding vehicle accident with injury	6/2/2024	240602-CFA00594	00:02:00	SAN CARLOS	4TH AVE	3
EMS call, excluding vehicle accident with injury	6/2/2024	240602-CFA00595	00:05:00	MONTE VERDE 2NE OF 3RD		3
EMS call, excluding vehicle accident with injury	6/2/2024	240602-CFA00596	00:03:00	PERRY NEWBERRY	STERLING WAY	3
EMS call, excluding vehicle accident with injury	6/2/2024	240602-CFA00599	00:03:19	SANTA FE 2SW OF 4TH		3
EMS call, excluding vehicle accident with injury	6/4/2024	240604-CFA00602	00:03:06	DOLORES	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/5/2024	240605-CFA00603	00:02:25	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00607	00:02:19	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00611	00:01:39	JUNIPERO AVE	4TH AVE	3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00612	00:04:51	SANTA FE ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	6/9/2024	240609-CFA00618	00:01:56	5TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	6/9/2024	240609-CFA00619	00:03:32	3080 RIO ROAD		3
EMS call, excluding vehicle accident with injury	6/9/2024	240609-CFA00620	00:03:27	CARPENTER ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	6/11/2024	240611-CFA00624	00:02:24	CASANOVA ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	6/12/2024	240612-CFA00629	00:02:55	CARPENTER ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/15/2024	240615-CFA00641	00:01:55	MONTE VERDE ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	6/16/2024	240616-CFA00644	00:03:52	CAMINO DEL MONTE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	6/18/2024	240618-CFA00645	00:04:20	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	6/20/2024	240620-CFA00648	00:04:17	TORRES ST	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	6/21/2024	240621-CFA00651	00:07:04	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	6/22/2024	240622-CFA00655	00:04:48	MONTEREY ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	6/24/2024	240624-CFA00656	00:03:54	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	6/24/2024	240624-CFA00659	00:02:01	JUNIPERO AVE	6TH AVE	3
EMS call, excluding vehicle accident with injury	6/26/2024	240626-CFA00660	00:04:00	4TH AVE	MONTE VERDE	3
EMS call, excluding vehicle accident with injury	6/26/2024	240626-CFA00661	00:06:18	LOBOS ST	1ST AVE	2
EMS call, excluding vehicle accident with injury	6/26/2024	240626-CFA00662	00:02:47	LINCOLN ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	6/27/2024	240627-CFA00665	00:05:14	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	6/27/2024	240627-CFA00666	00:01:13	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	6/27/2024	240627-CFA00667	00:02:35	DEL MAR AVE	OCEAN AVE	3
29			00:03:27			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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322-399 Series (Rescues)

Motor vehicle accident with injuries	6/13/2024	240613-CFA00633	00:02:26	LINCOLN ST	8TH AVE	3
1			0:02:26			

400 Series (Hazardous Material)

Hazardous condition, other	6/2/2024	240602-CFA00597	00:03:00	MONTE VISTA/10TH	10TH AVE	2
Hazardous condition, other	6/8/2024	240608-CFA00614	00:05:00	CAMINO REAL ST	4TH AVE	3
HazMat release investigation w/no HazMat	6/14/2024	240614-CFA00635	00:03:19	MONTE VERDE ST	4TH AVE	3
3			0:03:46			

500 & 600 Series (Service Calls)

Assist invalid	6/21/2024	240621-CFA00652	00:04:34	1ST AVE	SAN CARLOS ST	2
Assist invalid	6/27/2024	240627-CFA00668	00:03:03	LINCOLN ST	9TH AVE	3
Vicinity alarm (incident in other location)	6/15/2024	240615-CFA00639	00:04:34	SAN ANTONIO AVE	8TH AVE	3
3			0:04:04			

700 Series (False Alarms)

False alarm or false call, other	6/3/2024	240603-CFA00600	00:04:00	MONTE VERDE	6TH AVE	3
Alarm system activation, no fire - unintentional	6/2/2024	240602-CFA00593	00:00:41	SAN CARLOS	3RD AVE	3
Carbon monoxide detector activation, no CO	6/2/2024	240602-CFA00598	00:03:00	NW CORNER TORRES ST	4TH AVE	3
3			0:02:34			

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

240621-CFA00651 Delayed due to responding from Monterey

240627-CFA00665 Delay due to time of day

Code 2 Calls	3
Code 3 Calls	36
Total # of Incidents	39
% Under 5 Minute Response Time	94%
Total Average Response Time	0:03:15



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 06/01/2024 To: 06/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
BIG SUR						
EMS call, excluding vehicle accident with injury	6/18/2024	240618-CFA00646	00:28:16	PALO COLORADO RD	HWY 1	3
Motor vehicle accident with no injuries.	6/12/2024	240612-CFA00631	00:39:57	HWY 1	GARRAPATA CREEK RD	3
2			0:34:07			
CARMEL VALLEY						
EMS call, excluding vehicle accident with injury	6/14/2024	240614-CFA00636	00:07:07	500 DEL MESA CARMEL		3
EMS call, excluding vehicle accident with injury	6/22/2024	240622-CFA00653	00:15:29	2 DEL FINO PL		3
2			0:11:18			
CYPRESS						
EMS call, excluding vehicle accident with injury	6/3/2024	240603-CFA00601	00:05:48	4000 RIO RD		3
EMS call, excluding vehicle accident with injury	6/6/2024	240606-CFA00605	00:03:56	MONTE VERDE ST	15TH AVE	3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00608	00:07:48	275 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00609	00:10:03	25372 OUTLOOK DR		3
EMS call, excluding vehicle accident with injury	6/8/2024	240608-CFA00615	00:07:38	26135		2
EMS call, excluding vehicle accident with injury	6/8/2024	240608-CFA00613	00:05:05	3556 TAYLOR RD		3
EMS call, excluding vehicle accident with injury	6/8/2024	240608-CFA00617	00:08:56	48 HWY 1		3
EMS call, excluding vehicle accident with injury	6/10/2024	240610-CFA00621	00:04:42	DOLORES ST	VISTA AVE	2
EMS call, excluding vehicle accident with injury	6/11/2024	240611-CFA00625	00:01:30	2655 15TH AVE		3
EMS call, excluding vehicle accident with injury	6/11/2024	240611-CFA00627	00:05:54	3850 RIO RD		3
EMS call, excluding vehicle accident with injury	6/11/2024	240611-CFA00628	00:05:24	26240 ATHERTON DR		3
EMS call, excluding vehicle accident with injury	6/13/2024	240613-CFA00632	00:07:38	26122 MESA DR		3
EMS call, excluding vehicle accident with injury	6/15/2024	240615-CFA00638	00:05:58	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	6/15/2024	240615-CFA00642	00:06:32	3483 GREENFIELD PL		3
EMS call, excluding vehicle accident with injury	6/19/2024	240619-CFA00647	00:04:23	3650 RIO RD		3
EMS call, excluding vehicle accident with injury	6/20/2024	240620-CFA00649	00:05:45	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	6/26/2024	240626-CFA00664	00:06:24	26541 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	6/26/2024	240626-CFA00663	00:05:44	26600 CARMEL CENTER PL		3
EMS call, excluding vehicle accident with injury	6/30/2024	240630-CFA00670	00:04:04	3415 RIO RD		3
Medical assist, assist EMS crew	6/14/2024	240614-CFA00637	00:06:55	26245 CARMEL RANCHO BLVD		3
20			0:06:00			
MONTEREY						
EMS call, excluding vehicle accident with injury	6/13/2024	240613-CFA00634	00:07:43	115 SPRAY AVE		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
MONTEREY cont.						
EMS call, excluding vehicle accident with injury	6/24/2024	240624-CFA00657	00:09:48	680 JEFFERSON ST		3
EMS call, excluding vehicle accident with injury	6/24/2024	240624-CFA00658	00:10:24	1006 ROOSEVELT ST		3
3			0:09:18			
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	6/15/2024	240615-CFA00643	00:10:01	551 GIBSON AVE		3
1			0:10:01			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	6/6/2024	240606-CFA00604	00:05:48	SPYGLASS HILL RD	SEVENTEEN MILE DR	3
EMS call, excluding vehicle accident with injury	6/7/2024	240607-CFA00610	00:07:41	1463 ALVA LN		3
EMS call, excluding vehicle accident with injury	6/8/2024	240608-CFA00616	00:08:02	1576 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	6/15/2024	240615-CFA00640	00:07:03	3253 STEVENSON DR		3
EMS call, excluding vehicle accident with injury	6/22/2024	240622-CFA00654	00:09:34	3136 SPRUANCE RD		3
EMS call, excluding vehicle accident with injury	6/28/2024	240628-CFA00669	00:08:21	3253 STEVENSON DR		3
EMS call, excluding vehicle accident with injury	6/20/2024	240620-CFA00650	00:08:17	1418 CANTERA CT		3
EMS call, excluding vehicle accident with injury	6/30/2024	240630-CFA00671	00:07:04	1500 CYPRESS DR		3
8			0:07:44			
					Code 2 Calls	2
					Code 3 Calls	34
					Total # of Incidents	36
					Total Average Response Time	0:13:05



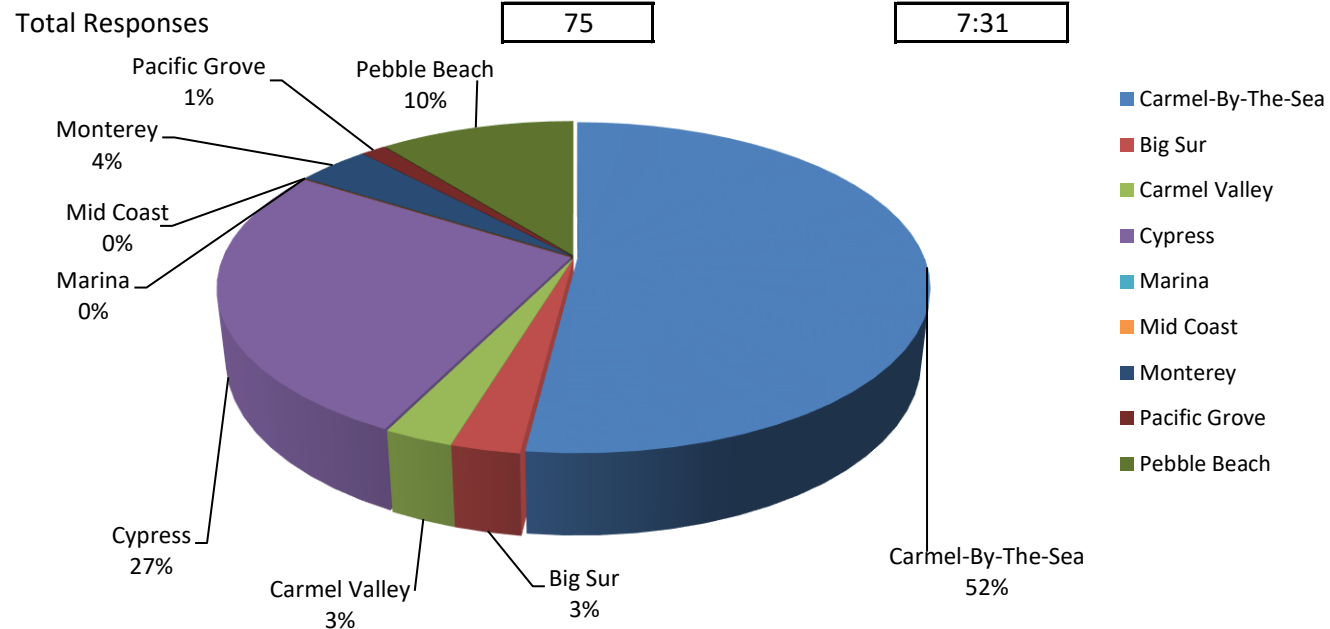
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

JUNE 2024

Response Summary Report by District Type



<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	39	3:15
Big Sur	2	8:50
Carmel Valley	2	34:07
Cypress	20	6:00
Marina	0	0:00
Mid Coast	0	0:00
Monterey	3	9:18
Pacific Grove	1	10:01
Pebble Beach	8	7:44



Total Code 3 Calls:	36
CFA Response Times for Code 3	
Calls ≤ 5 minutes:	94%

**City Clerk PRA Log
June 2024**

Attachment 3

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2024-65	6/4/2024	6/14/2024	1. a copy of the tree inventory.(preferably in .shapefile format) 2. the annual budget for tree maintenance for the most recent three fiscal years. 3. a copy of the tree inventory.(preferably in .shapefile format). 4. a copy of "the actual expenditures for the most recent three fiscal years."	Andrew Jones	6/14/2024	records for item 2, 3, and 4 sent 6/4/2024. Records for item 1 sent 6/14/2024.
2024-66	6/4/2024	6/14/2024	Ownership record for Torres NW 2nd Ave	Susan McGlynn	6/7/2024	no records. Gave requester the contact info for the Monterey County Assessor's office to request records.
2024-67	6/7/2024	6/17/2024	Parcel record for 4 Santa Fe Street, Carmel by the Sea	Thomas Morrison	6/7/2024	emailed requester 6/7/24 - the address is incomplete. Need a full address to respond to this PRA. No response received.
2024-68	6/7/2024	6/17/2024	the last 4 years of Springbrook Software invoices for Fiscal Years 2020-21, 2021-22, 2022-23 and 2023-24. I would also like to request the SaaS agreement or MSA that governs your relationship with Springbrook.	SaaSAbuse.com	6/14/2024	records sent
2024-69	6/11/2024	6/21/2024	staff reports, invoices, agreements, or other documents related to the purchase of two new electric vehicles for the police department	Mary Schley	6/11/2024	records sent
2024-70	6/11/2024	6/21/2024	all communications by or to David or Debra Hutchings, or in regard to David or Debra, held by the City of Carmel by the Sea, between the dates of July 1, 2023 to present. Including correspondence, reports, complaints, police records against the Hutchings.	Gavin Kogan, Hudson and Martin PC	6/20/2024	records sent

**City Clerk PRA Log
June 2024
(continued)**

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2024-71	6/11/2024	6/21/2024	all communications by or to Ruth Gupta, or in regard to Ruth Gupta, held by the City of Carmel by the Sea, between the dates of October 1, 2023 to present. Including correspondence, reports, complaints, police records pertaining to Ruth Gupta.	Gavin Kogan, Hudson and Martin PC	6/20/2024	records sent
2024-72	6/18/2024	6/28/2024	bid tabulation and contract award information AS IT IS AVAILABLE for City Hall Roof Replacement Project Bid Date: 6/18/24	North American Procurement Council	6/19/2024	sent copy of bid tabulation. No contract awarded yet.
2024-73	6/12/2024	6/24/2024	Junipero 7 SE of 8th Avenue: -APN/parcel number -Name(s) of current owner -Name(s) of owner on June 24, 2022	Amanda Glandin- Kramer, Esq. Mercado Kramer LLP	6/14/2024	records sent
2024-74	6/24/2024	7/5/2024	Could you please provide me with the amount of money the city of Carmel has spent on consultants for the last 24 months? Please also provide details of how much per consultant, who the consultants are, who authorized the payment for them and for what purpose/scope of work that was performed.	Parker Logan	6/28/2024	records sent
2024-75	6/26/2024	7/8/2024	a list of any uncashed checks issued by the city 3 months or more ago that are over \$500	Catherine Ford	7/3/2024	records sent
2024-76	6/26/2024	7/8/2024	any records, such as permit applications, dig tickets, etc., regarding damage to a buried fiber optic cable at 25490 Vía Mariquita, Carmel-by-the-Sea, CA, 93923, Monterey County on or about 3/22/2024.	Justin Reinschmidt	6/26/2024	no records (location is in Monterey County).
2024-77	6/27/2024	7/8/2024	geotechnical reports from block I; North West CASANOVA and 9th, South East CAMINO REAL & 8th.	Bradley Green	7/2/2024	records sent

Police Records Request Log

June 2024

Request No.	Request Date & Received By	10-Day Due Date	Date Completed by PSO	Requestor	Info Requested	Status
2024-0001	06/03/24 mw	6/13/2024	06/04/24 mw	Diablo Law Group	report incident date 08/23/2022	no record - email
2024-0002	6/6/24 DA	6/16/2024	6/6/24 DA	Alameda County DA's Office	CG2100209	completed
2024-0003	6/3/24 DA	6/13/2024	6/6/24 DA	Rockin Dhaliwal	CA2300408	completed
2024-0004	6/7/2024	6/17/2024		Metropolitan Reporting Bureau	UTL report with info provided	no record - mailed
2024-0005	6/7/2024	6/17/2024	6/9/24 DA	Lexis Nexis	CA2400229	completed
2024-0006	6/19/2024	6/29/2024	6/21/24 DA	Nancy Garton	CG2400236	completed
2024-0007	6/26/2024	7/6/2024	7/18/24 DA	Bogmila Pfeiffer	CG2100370	denied
2024-0008	6/27/2024	7/7/2024	06/27/24 mw	Nancy Garton	CG2400236	completed
2024-0009	6/27/2024	7/7/2024	06/28/24 mw	Lexis Nexis	CA2400255	completed
2024-0010	6/27/2024	7/7/2024	06/27/24 mw	Lexis Nexis	CA2400259	completed
2024-0011	6/27/2024 mw	7/7/2024	7/17/24 DA	Ryan Brennen	CG1900625 Body cam/photos	denied
2024-0012	6/30/2024	7/10/2024	6/30/2024 MW	Howard Raphael	CC1200410	completed



CITY OF CARMEL-BY-THE-SEA

Public Works Department June 2024 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Acting Director of Public Works
SUBMITTED ON:	July 3, 2024
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of June 4, 2024

- Adopted Resolution 2024-044 approving a 3.59% increase in GreenWaste Recovery's rates for FY 2024/25, and approved Amendment No. 3 to the Memorandum of Understanding with ReGEN related to member agency cost sharing for implementing SB1383 programs.
- Adopted Resolution 2024-048 approving Fiscal Year 2024-25 Fee Schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services, including a new "Dead Tree Removal Permit" with a fee of \$200, rather than continuing to charge \$682 as charged for live tree removal.

Forest and Beach Commission Meeting of June 13, 2024

- Announcements included:
 - Commission elected Commissioner Brezoczky for the new Chair and Commissioner Michie for the new Vice-Chair of the Forest and Beach Commission.
 - Mandatory AB 1234 Ethics Training was conducted on June 13th, 2024.
- City Forester presented a review of the public comments received at the Urban Forest Master Plan Community Meeting held on May 22, 2024 as well as a "Next Steps" list.
- City Forester presented the Forester's Report for May 2024.
- The Public Works Director presented the Public Works Department Report for May 2024.

Carmel Cares and Other Volunteer Groups

- The Leadership Carmel Class of 2024 held a graduation ceremony at Forest Theater. Several members of Public Works and City Hall attended to support the graduating class.
- Friends of Carmel Forest has been putting up signs in vacant tree planting wells and in locations where a like-for-like, native tree will be replaced where a tree was previously removed.
- Greg D'Ambrosio and Scott Lonergan of Friends of Mission Trail Nature Preserve have been coordinating with the City Forester, Justin Ono (pictured below), to turn a previously-overturned tree stump into an educational piece to demonstrate root structures in Mission Trail Nature Preserve.
- Carmel Cares volunteers installed new native flowers and plants in the Ocean Avenue Medians with the leadership of Alan Wheat and handiwork assistance from Michael LePage and Cindy Lloyd.
- An encroachment permit application was submitted by City staff for a joint Scenic Pathway Barrier Rail project with Carmel Cares.
- Carmel Cares substantially completed a replanting effort of native plants at Vista Lobos, partially funded by a \$3,000 City discretionary grant

Environmental Programs

- In the North Dunes Habitat Restoration Site, Denise Duffy & Associates prepared and submitted a final restoration report for FY 2023/2024.
- North Dunes Habitat Restoration Site, Joey Dorrell-Canepa coordinated volunteer days with Carmel Garden Club, MEarth and three Carmel High School student field trips.
- Conducted stormwater inspections for two restaurants and four new residential construction sites.
- Conducted Stormwater Best Management Practices and Illegal Discharges staff training with the Fire Department.
- Attended the management meeting of the Monterey Regional Storm Water Management Program (MRSWMP).

Facility Maintenance

- Sunset Center's Carpenter Hall heating system replacement/upgrade.
- Public Works commercial roll-up door replacement/upgrade.
- Ocean/Junipero electrical panel replacement/upgrade.
- Flanders Mansion garage lighting system upgrade.
- Flanders Mansion front door restoration project started. Estimated completion in early July.
- Vista Lobos window frame replacement started. Estimated completion in early July.
- Vista Lobos multi-purpose room restroom flooring and toilet replaced/upgraded.
- Additional panic alarms were installed at Harrison Memorial Library Main, Park Branch Library and Public Works.
- The Upper Forest Hill Park tennis court restroom skylight was replaced.
- Del Mar restroom drinking fountain drainage repaired.
- All City Electric Vehicle chargers were repaired.
- Devendorf Park UV pond filtration system replaced.
- City Hall faulty sump system was replaced.
- City-wide public 911 phones replaced.
- Harrison Memorial Library Main and Sunset Center painting projects completed.
- The Park Branch library sheetrock replacement project is completed.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project:
 - Police Building Project Ad Hoc Committee Meeting was held on June 6th, 2024 in the City Council Chambers.

Ausonio, Inc. Projects:

- The Sunset Center North Wing and Harrison Memorial Library Exterior (and partial interior) Painting Project was completed on May 15, 2024.
- For the City Hall Roof Replacement Project, the Bid Opening was on June 6th and the City received five bids. Award of the contract in the amount of \$175,340, which includes a 10% contingency, to California Constructors is recommended to be approved by the City Council at their July 8th meeting.
- Contract and bid documents were completed for the Sunset Center Cottage Window Repairs Project. The project was advertised for bids, and the Bid Opening occurred on June 27, 2024 and the City received two bids. Award of the contract in the amount of \$161,040, which includes a 10% contingency, to Pro-Ex Construction is recommended to be approved by the City Council at their August 2024 meeting.

- For the San Antonio Pathway Repair Project, Second to Fourth Avenues, ZFA Structural Engineers submitted 90% plans and technical specifications. Ausonio is compiling contract and bid documents, and the project is anticipated to be advertised for bids in July 2024.
- For the Sunset Center Retaining Walls Repair Project, ZFA submitted 90% plans and technical specifications. An extra work authorization was issued to ZFA for repairs of two large cracks in another wall in the north parking lot. This project is in review by City Public Works and Permitting departments and is anticipated to go out to bid in the Fall.

Wallace Group Projects:

- For the FY 2023/2024 City-wide Paving Project, staff is in the process of reviewing a proposed contract amendment for the creation of the FY 2024/25 conglomerate paving project approved by Council with a budget of 2.8 million.
- For the Shoreline Infrastructure Repair Project, the Request for Proposal was issued seeking coastal engineering and environmental firms to design and acquire environmental permitting for the repair of two structurally-damaged beach access stairs, reconstruction of the Fourth Avenue seawall/outfall, and to assess, prioritize, and provide cost estimates for all other shoreline infrastructure identified in the Coastal Engineering Study, Phase 1 Condition Assessment Report. Addendum 1 was issued June 17, 2024 and the new proposals are due July 17, 2024.

Additional Capital Improvement Projects:

- For the City-wide Paving Project, contractor MPE completed the City's first ever application of micro-surfacing along Junipero Street, between Fourth and Ocean Avenues, and along San Carlos Street, between Eighth and Thirteenth Avenues, all in one day! Traffic impacts were kept to a minimum. This was followed by installation of thermoplastic striping, cross walks, and markings, including bike sharrows along San Carlos Street, designating this portion of San Carlos as the City's first official bike route. This project was constructed under budget and a result staff was able to authorize repairs of asphalt at Vista Lobos parking lot and a deteriorating drainage swale between Franciscan Way and Lasuen Drive. Construction of the project is now substantially complete.
- For the Cal Am Water Dolores Water Main Replacement Project, this project is in the main installation phase which is expected to last a couple of weeks, it will then move into the lateral installation/connection phase followed by the pressure testing and new asphalt placement phase.
- For the MTNP 3 Drainage Projects, which includes drainage piping near the Rio Road entrance, an 85-foot boardwalk over a bog, and reconstruction of a large swale, the pre-construction meeting was held on June 28, 2024. The new anticipated start of construction date is July 15, 2024 which is preceded by sensitive habitat training and endangered species surveys which will be conducted by a biologist the week of July 8 – 12, 2024.
- For the 4 City-wide Drainage Improvement Projects, Neill Engineering was instructed to proceed with design to 100%. City staff will generate a Bidding Packet and advertise in the coming weeks. If the City receives favorable bids this project should break ground around September 2024.
- For the Sunset Center North Lot Electrical Panel Project, PG&E agreed to install a new transformer, at no cost to the City, to provide discounted power to new EV charging stations. Submittals are being coordinated with PG&E Engineering and design will move to 90% upon approval.

Street Maintenance

- Continued the Annual Traffic Painting Program, and painted blue, green, and red curbs.
- Continued to fill in tree wells in the downtown area with decomposed granite, for safety reasons.

- Continued making priority sidewalk repairs at 13 locations.
- Removed six "squirrel cans" and replaced with dual recycling and trash Ribbon Style cans. Received an order of five additional single and five dual ribbon cans. Installation of Ribbon style cans will continue throughout the summer.
- Installed two rubber tree wells at Dolores and Seventh Avenue.
- Repaired 40 feet of cobblestone curb on Ocean Avenue at Devendorf Park.
- Ground down raised concrete sidewalks at 14 locations.
- Repaired a concrete bulkhead damaged by a vehicle accident at Dolores and First Avenue.
- Continued with in-house fleet vehicle repairs and oil changes.
- Collaborated with Leadership Carmel in the design and installation of the Scenic Outlook southwest of Eighth Avenue Restoration Project.
- Completed the Pine Tree Root System display in Mission Trail Nature Preserve.
- Started the annual weekend staffing shift to pick up litter and clean the beach during the busy summer season.

Forestry, Parks, and Beach

- See separate Forester's Report



CITY OF CARMEL-BY-THE-SEA

Monthly Report

City Forester's Report

TO:	Forest and Beach Commissioners
FROM:	Justin Ono, City Forester
SUBJECT:	June 2024 Forester's Report

Forestry, Parks, and Beach Highlights:

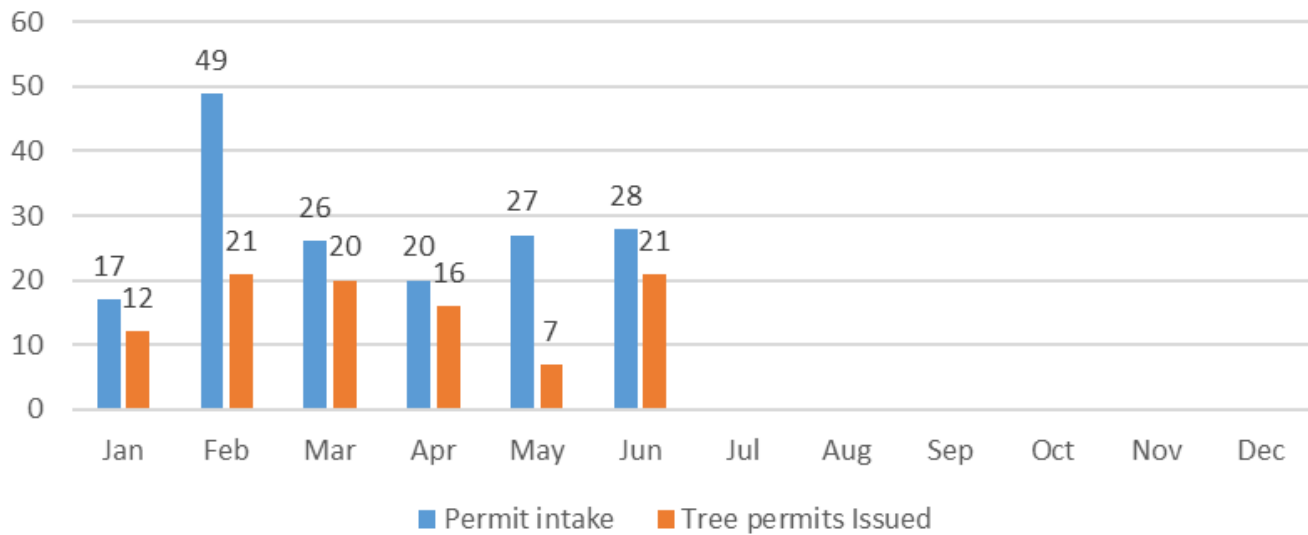
- UFMP:
 - City Forester and Administrative Analyst have reviewed draft of report and have been holding meetings with Davey Resource Group to address corrections in plan to reflect comments heard in recent public meetings.
 - Engaged with local Consulting Ecologist, Nicole Nedeff, to retain her for additional professional review of plan.
- Contractors:
 - City tree contractors removed 20 dead or hazardous trees and pruned 4 trees under contract Task Orders.
 - City tree contractors worked on two large scale fuel management and invasive species removal projects during the month of June:
 - In Mission Trail Nature Preserve, over 40 invasive Black Acacia trees were removed and their stumps were ground. Nearby areas were masticated to remove invasive cape ivy and poison hemlock, the newly cleared meadow areas can now be replanted with native site appropriate trees.
 - In Upper Forest Hill Park, Tope's Tree Service removed 10 dead, failed, or immanently hazardous trees along trails and adjacent to the Tennis Courts. Crews also removed downed fallen debris from prior storms and invasive Acacia trees.
- City Crews:
 - In June, Forestry crews planted 3 new trees, picked up 2 piles of logs left behind by PG&E line clearing crews, pruned 9 trees, removed 5 dead or dangerous trees, and removed 7 stumps.
 - Crews performed fuel management abating the significant growth of weeds around trails and tennis courts in Upper Forest Hill Park as well as along the Second Ave fire road along Pescadero Canyon.
 - Streets crews installed 2 additional rubberized tree wells on the southwest corner of Seventh Avenue and Dolores and refilled several tree wells on Ocean Ave with Granitecrete.
- Carmel Cares:
 - Began a landscaping project at Vista Lobos Park under a City Discretionary Grant. Project included removal of non-native shrubs, installation of new native plants, and touch up of walkway surfaces.
 - Ocean Ave Median project continued with a goal to finish by the 4th of July.
 - Permit Submitted for Scenic Pathway Barrier Rail Project.

Permit Information

2024 Permitted removals, pruning, and required planting

	Tree permits received	Tree permits Issued	Site Inspections Performed	Total Prunings	Total Removals	Removal of Upper	Removal of Lower	Required to Plant Upper	Required to Plant Lower	No room for new tree	Meets Density Rec.	Total Number of Trees Required
January	17	12	1	4	8	6	2	5	1	0	2	6
February	49	21	4	6	21	11	10	3	3	0	0	6
March	26	20	3	5	27	14	13	4	7	0	0	11
April	20	16	3	3	15	8	7	5	5	0	0	10
May	27	7	4	3	8	5	3	2	1	0	0	3
June	28	21	8	17	21	5	16	4	5	2	11	9
July												
August												
September												
October												
November												
December												
2024 Totals	167	97	23	38	100	49	51	23	22	2	13	45

2024 Permits Intake vs. Issued

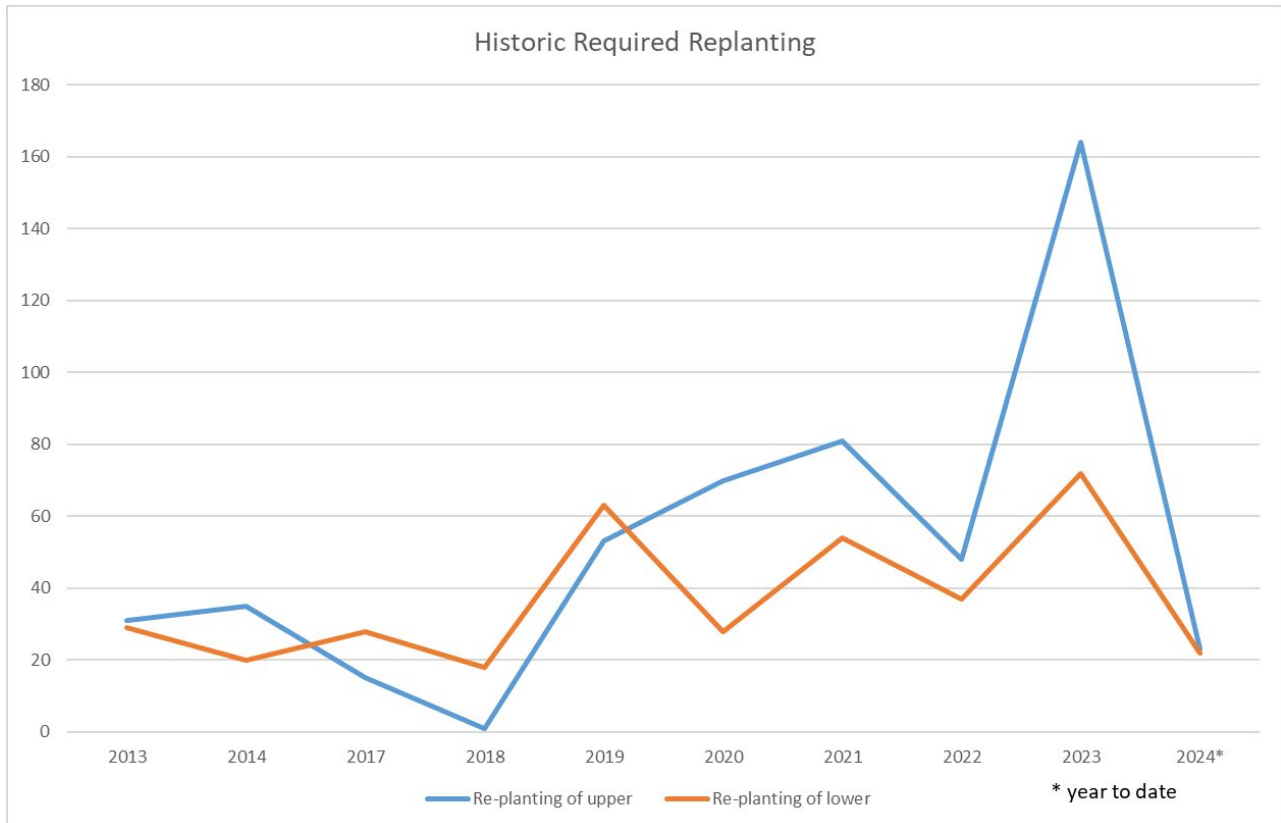


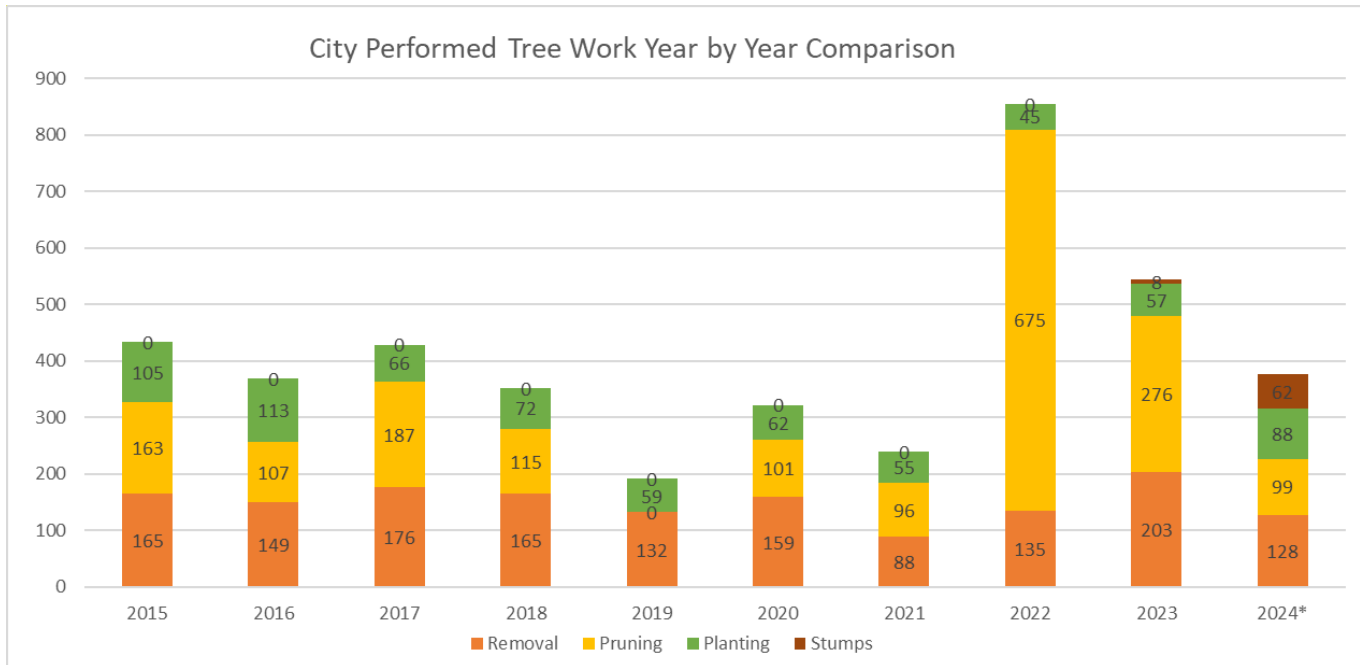
Historic permitted removals and required planting

	Re-planting of upper	Re-planting of lower
2013	31	29
2014	35	20
2017	15	28
2018	1	18
2019	53	63
2020	70	28
2021	81	54
2022	48	37
2023	164	72
2024*	23	22
*year to date		

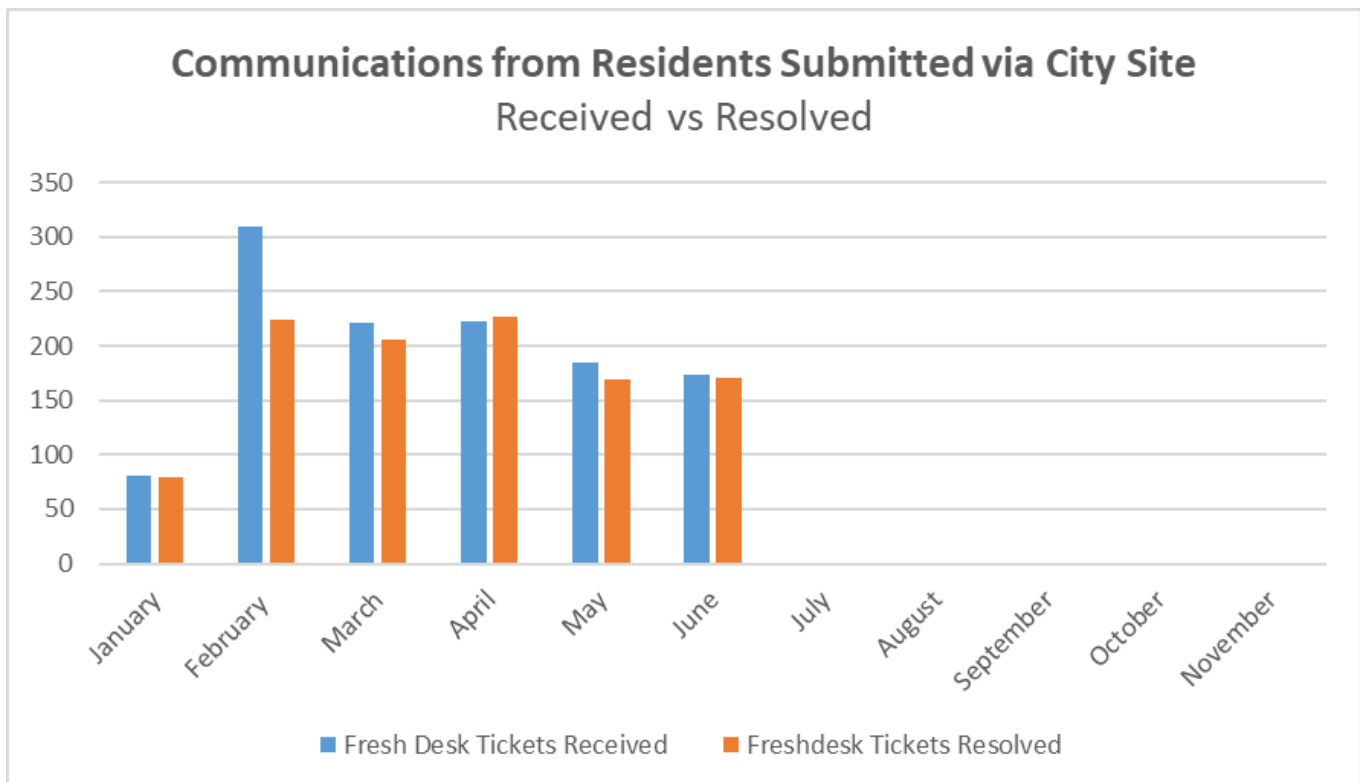
Historic permitted removals and required planting

Year	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	149	82	67	85	48	37	57.05%	155
2023	324	211	113	223	164	72	68.83%	336
2024	100	59	51	45	23	22	45.00%	167





*Year to date – Includes work performed by City crew as well as on call tree contractors.



*Numbers only represent correspondence received via the City's website and do not include live calls, voicemails, drop-in visitors, and emails sent directly to employees from residents, nor return calls and emails from staff.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

August 5, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Jane Hogan, Accountant

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: June 2024 Check Register Summary

RECOMMENDATION:

Approve the check register for June 2024.

BACKGROUND/SUMMARY:

The check register is a financial report generated from the City's financial system (**Attachment 1**). It categorizes checks by the responsible department or function, providing essential information such as the check number, vendor name, purchase description, check issue date, and the check amount.

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 therefore are not subject to disclosure under the Public Records Act.

As a supplement to the check register, staff have included information about the contract balances for vendors who received payments during the month of June 2024. This data can be found on the last page of the report.

The check register provides valuable insights into the City's financial transactions, ensuring transparency and accountability in our financial operations. The exclusion of certain legal services payments adheres to the California Supreme Court's guidelines, safeguarding attorney-client privilege. The contract balance information further enhances our financial transparency.

FISCAL IMPACT:

The check register summary for June 2024, totals \$1,182,013.93.

PRIOR CITY COUNCIL ACTION:

Council ratified the May 2024 check register at the July 8, 2024 special council meeting.

ATTACHMENTS:

Attachment 1) June 2024 Check Register

June 2024 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 ____				
53651	County of Monterey-Treasury Division	March 2024 remittance of fees	06/13/2024	3,950.00
53660	See Monterey	Mar-Apr TID remittance	06/13/2024	104,914.75
53685	Visit Carmel	Mar-Apr 2024 CRID remittance	06/13/2024	248,756.30
Total for Department: 000 ____				367,669.70
Department: 110 City Council				
53670	Peninsula Messenger LLC	Mail service sorting and delivery	06/13/2024	7,304.00
53771	Peninsula Messenger LLC	Mail service sorting and delivery	06/28/2024	88.00
Total for Department: 110 City Council				7,392.00
Department: 111 City Administration				
53619	Brandon Swanson	Expenses - Walter the talking dog" ceremony	06/07/2024	69.79
53632	Amazon Web Services Inc	Data and cloud storage fees	06/13/2024	962.42
53636	AT&T	Telephone service citywide	06/13/2024	1,046.42
53641	Carmel Pine Cone	Legal noticing	06/13/2024	1,687.50
53645	CivicPlus LLC	Agenda and Minutes Management package/Consulting/Training	06/13/2024	22,255.21
53647	Comcast Business	NonNGEN internet and recurring charges	06/13/2024	644.40
53652	Digital Deployment	Website support agreement:Maint, training, security and updates	06/13/2024	700.00
53657	Iron Mountain	Records storage and management services	06/13/2024	425.81
53665	Municipal Resource Group, LLC	HR on-demand misc services	06/13/2024	3,862.50
53666	Office Depot, Inc.	Admin Office supplies	06/13/2024	-20.32
53672	Pitney Bowes Bank Inc Purchase Power	Postage-meter refills	06/13/2024	3,356.99
53678	SRS Private Investigations	Pre-employment report services	06/13/2024	405.00
53699	Alhambra	Water service Ctiy Hall	06/24/2024	202.35
53702	AT&T	Router & misc services-Junipero Ave	06/24/2024	1,018.67
53705	Carmel Pine Cone	Legal noticing	06/24/2024	270.00
53707	Copies By-The-Sea	Agenda printing services	06/24/2024	472.33
53720	MRC	Accessoreis ofr AltalinkC8155H2 with Scan to Cloud enablement ki	06/24/2024	582.03
53722	Office Depot, Inc.	Admin Office supplies	06/24/2024	57.43
53727	Quality Print & Copy	Printing service-Business cards,stationary,envelopes	06/24/2024	2,446.76
53736	US Bank	IT Subscriptions- Junction Networks	06/24/2024	2,167.95
53744	Amazon Capitol Services	IT Supplies and Equipment	06/28/2024	58.95
53746	AT&T	Telephone service citywide	06/28/2024	2,342.27
53747	Benefit Coordinators Corporation (BCC)	Cobra Admin fee Mar, Apr, May Jun 2024 \$75 per mo	06/28/2024	300.00
53750	Carmel Pine Cone	Legal noticing	06/28/2024	180.00
53753	Comcast	City Hall Cable service	06/28/2024	68.51
53760	Hinderliter, De Llamas & Associates	Sales/transactions tax auditing services	06/28/2024	1,402.56
53761	IAMP Pro Audio/Anthony J. Nocita	Set-up, live production, associated support of city meetings and	06/28/2024	5,737.00
53768	Minuteman Press	Adopted Budget booklets	06/28/2024	1,233.01
53770	Municipal Resource Group, LLC	HR on-demand misc services	06/28/2024	2,375.00
53772	Pitney Bowes Bank Inc Purchase Power	Postage-meter refills	06/28/2024	3,356.99
53782	T-Mobile	Monthly cell service, usage and purchases	06/28/2024	1,028.44
53786	US Bank	NY Times Subscription	06/28/2024	20.00
53786	US Bank	SlideAI	06/28/2024	10.00
53786	US Bank	Clerk - Logikcull.com	06/28/2024	404.00
53786	US Bank	HR - training expenses	06/28/2024	65.39
53786	US Bank	Employee appreciation expenses	06/28/2024	665.09
53786	US Bank	IT Subscription - Microsoft, Freshworks, Zoom, Adobe, Backblaze	06/28/2024	3,544.46
53786	US Bank	IT Subscription - Constant Contact, Freshworks	06/28/2024	313.00
53787	Xerox Financial Services	Xerox copier leases citywide	06/28/2024	1,452.53
Total for Department: 111 City Administration				67,170.44
Department: 112 City Attorney				
53638	Best Best & Krieger, Attorney At Law	Legal fees:Telecommunications issue, Verizon litigation	06/13/2024	434.50
53677	Sloan Sakai Yeung & Wong	Legal services	06/13/2024	190.00
Total for Department: 112 City Attorney				624.50
Department: 115 Community Planning & Building				
53669	Past Consultants LLC	FY 23-24: Historic Context Statement Update	06/13/2024	20,700.00
53709	EMC Planning Group, Inc	FY 23-24: REAP Grant - - 6th Cycle Housing Element	06/24/2024	9,640.88
53710	Engineered Fire Systems	FY 23-24: Fire Systems Review (revenue offset)	06/24/2024	3,000.00
53711	FedEx	Shipping fees-Planning	06/24/2024	85.59

53714	IWORQ	Software management services and support:Add'l letters and forms	06/24/2024	833.33
53722	Office Depot, Inc.	PBD Office supplies	06/24/2024	904.79
53736	US Bank	Flowers - T Benjamin	06/24/2024	54.61
53736	US Bank	Award plaque expenses	06/24/2024	393.30

Attachment 1

Total for Department: 115 Community Planning & Bu 35,612.50

Department: 116 Police

53634	AmyLynn Iliff	Reimburse for conference expenses Tactical Dispatch, Davis CA	06/13/2024	542.00
53635	Angel Armor	PD RUC 2.0 Dark Navy (2)	06/13/2024	124.52
53642	Carmel Towing & Garage	PD Vehical towing	06/13/2024	4,016.63
53646	Comcast	PD Cable service	06/13/2024	34.56
53658	Michael Bruno	Reimburse for travel expenses Supervisor Leadership Training	06/13/2024	496.68
53666	Office Depot, Inc.	PD OFFICE SUPPLIES	06/13/2024	433.82
53676	Sirchie Acquistions Co LLC-Dept #6481	PD Evidence and fingerprinting supplies	06/13/2024	177.49
53679	T2 Systems Canada Inc.	PD:Digital iris services	06/13/2024	75.00
53680	T2 Systems, Inc	Automated owner lookups/Color mailed letter services	06/13/2024	157.73
53683	Valley Trophies and Detectors	Awards for PD	06/13/2024	324.47
53686	Wayside Garage	Repairs PD 2021 Dodge Durango	06/13/2024	8,507.56
53708	Department of Justice/Accounting Office	PD:Fingerprinting and misc ID services	06/24/2024	32.00
53726	Point Emblems	Police Dept-Badges and insignia	06/24/2024	1,555.64
53735	Transunion Risk & Alterna	PD: Monthly fee for information services+past due ba due balance	06/24/2024	150.00
53743	Alhambra	Water service-Police Dept	06/28/2024	174.75
53753	Comcast	Cable service PD	06/28/2024	447.90
53755	Department of Justice/Accounting Office	PD:Fingerprinting and misc ID services	06/28/2024	168.00
53758	FasTrak	Bridge Toll invoice I712417711892	06/28/2024	7.00
53762	Intoximeters	Breathalyzer mouthpieces	06/28/2024	261.20
53769	MOGO Urgent Care	Testing	06/28/2024	15.00

Total for Department: 116 Police 17,701.95

Department: 117 Fire

53631	Alhambra	Water servoce Fire Dept	06/13/2024	239.90
53642	Carmel Towing & Garage	Fire Dept. Gas Expense (E15)	06/13/2024	1,087.25
53659	Mission Linen Service	Fire Dept laundry service	06/13/2024	267.24
53706	City Of Monterey	Vehicle repairs	06/24/2024	8,035.98
53719	Mission Linen Service	Fire Dept laundry service	06/24/2024	133.62
53763	Knox Company	Wall mount adaptor	06/28/2024	89.59

Total for Department: 117 Fire 9,853.58

Department: 118 Ambulance

53639	Bound Tree Medical LLC	Medical supplies	06/13/2024	1,731.30
53642	Carmel Towing & Garage	Amb Dept. Gas Expense (7166)	06/13/2024	432.61
53644	City Of Monterey	FY 23-24 Ambulance overtime reimbursement for staffing by Monter	06/13/2024	3,071.54
53655	Golden State Truck & Trailer	Ambulance repairs	06/13/2024	7,879.06
53671	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	06/13/2024	180.60
53739	Wittman Enterprises, LLC	Ambulance billing service	06/24/2024	2,566.09
53748	Bound Tree Medical LLC	Medical supplies	06/28/2024	574.21
53759	Golden State Truck & Trailer	Ambulance repairs	06/28/2024	21,793.90
53764	L.N. Curtis & Sons	5 Respiratory Fit testing and report	06/28/2024	355.06

Total for Department: 118 Ambulance 38,584.37

Department: 119 Public Works

53616	Ailing House Pest Control	Pest Control	06/07/2024	774.00
53617	Always Under Pressure	Oil water seperator	06/07/2024	317.50
53618	American Lock & Key	Locksmith and key services for City facilities	06/07/2024	423.88
53620	Golden State Portables	Portable RR rental	06/07/2024	2,403.10
53622	Griggs Nursery Inc	Supplies for work done on Ocean Ave. Medians	06/07/2024	321.55
53625	Napa Auto Parts	PW vehicle supplies	06/07/2024	642.89
53626	Office Depot, Inc.	Office Supplies for PW Admin	06/07/2024	168.35
53627	Robert Half	Temp help for Forestry Division	06/07/2024	1,437.12
53628	Town and Country Gardening	Landscape contractors for City locations	06/07/2024	17,250.00
53629	Universal Staffing Inc	Temporary staffing services for Forestry	06/07/2024	2,103.76
53633	American Supply Company	PW/FM Janitorial supplies	06/13/2024	178.62
53637	Ausonio, Inc	San Antonio walkeway repairs	06/13/2024	2,034.38
53642	Carmel Towing & Garage	Fuel for PW vehicles	06/13/2024	3,420.55
53643	Cintas Corporation	Uniform Service for PW staff	06/13/2024	406.60
53648	Community Tree Service	Tree work as directed by City Forester	06/13/2024	11,339.61
53649	On Point Generators	PW/FM Emergency generator services	06/13/2024	1,300.00

53654	Edges Electrical Group	Electrical supplies, LED lights for City facilities	06/13/2024	228.96
53656	Granite Rock Company	Granite crete mix for Ocean Ave. 5/18/24 #2158993	06/13/2024	707.94
53663	Monterey Sanitary Supply	FM Cleansers-COVID supplies	06/13/2024	1,253.71
53664	Monterey Tire Service Inc	2 newq tires unit 10 5/30/24 #1-118600	06/13/2024	440.96
53673	Pureserve Building Service	Janitorial services FY 23/24	06/13/2024	21,775.59
53674	Robert Half	Temporary help in Forestry Division	06/13/2024	772.69
53675	Scarborough Lumber & Building	Public Works Streets supplies	06/13/2024	14.00
53682	US Bank	CW-6191-FM Supplies	06/13/2024	2,011.20
53684	Vineyard Rock Products	Ocean Ave. Medians Boulders-4/26/24 #42397	06/13/2024	4,587.09
53687	West Coast Arborists Inc .	Tree maintenance services as directed by City Forester	06/13/2024	76,778.00
53688	ZFA Structural Engineering	Stuctural engineering design services:San Antonio Walkway	06/13/2024	2,800.00
53700	American Supply Company	PW/FM Janitorial supplies	06/24/2024	458.96
53712	Hayward Lumber	Public Works Streets supplies	06/24/2024	160.27
53717	Legacy Roofing and Waterproofing Inc	Replacement of the Carmel Fire Station hose room and gutter	06/24/2024	6,054.00
53721	Napa Auto Parts	PW vehicle supplies	06/24/2024	167.10
53722	Office Depot, Inc.	Office Supplies for PW Admin	06/24/2024	172.89
53724	Pacific Smog	Unit FD15 Smog 6/5/24 #2055	06/24/2024	63.75
53725	Poe's Plumbing & Backflow	Remove and replace the existing Febco 880v lead Backflow at SSC	06/24/2024	7,712.87
53728	Rental Depot - Monterey	Skid Steer for beach erosion 5/30/24 361967-1	06/24/2024	1,287.31
53729	Robert Culver	Workboots per MOU 23/24 FY6/9/24	06/24/2024	250.00
53731	Scarborough Lumber & Building	Public Works Streets supplies	06/24/2024	15.07
53733	TNT Painting and Decorating Inc	Painting for City Facilities	06/24/2024	1,500.00
53737	Valley Hills Nursery	Supplies for forestry and City projects 5/3/24 #9222	06/24/2024	691.07
53741	Ailing House Pest Control	Pest Control	06/28/2024	664.00
53742	Alan Wheat	Tree pruning 4/26 #2426	06/28/2024	4,999.00
53743	Alhambra	6/2/24 #11790604-060224 PW Water	06/28/2024	221.82
53745	Applied Marine Sciences	ASBS Watershed monitoring	06/28/2024	4,378.69
53749	Carmel Cares-Dale Byrne, President	Landscape Service for Scenic Pathway for April and May 2024 5/5/2	06/28/2024	5,175.00
53751	Cintas Corporation	Uniforms for PW 6/18/24 #4196200055	06/28/2024	625.26
53752	City Of Monterey	6/12/24 #105240 #105240 Unit 5 Service	06/28/2024	2,355.77
53754	Copies By-The-Sea	Printing of tree cards for Forestry #1215 7/14/24	06/28/2024	147.90
53756	Devil Mountain Wholesale Nursery	Trees for city sites - #341748 6/11/24	06/28/2024	1,801.75
53757	Drought Resistant Nursery	Supplies for City sites 5/3/24 #268582	06/28/2024	1,401.56
53765	David Sollid Marina Backflow Company	PW/FM backflow maintenance & repairs	06/28/2024	375.00
53766	Martins Irrigation Supply, INC.	Supplies for Forestry #656232 7/17/24	06/28/2024	1,019.90
53767	Meadowlark Nursery & Landscaping	Plants for City locations 6/7/24 #18506	06/28/2024	405.55
53773	Poe's Plumbing & Backflow	Jet Del Mar drain. 6/11/24 #I-35442-1	06/28/2024	1,250.00
53774	PSTS, Inc.	Services:Pumping oil-water separator 5/15/24 #1088179	06/28/2024	815.00
53775	Quality Print & Copy	Business crads for RC- 6/17/24 #23956	06/28/2024	92.86
53776	Rana Creek Habitat Restoration	Trees/plants for city sites #250573 5/3/24	06/28/2024	296.89
53777	Robert Half	Temporary help in Forestry Division	06/28/2024	2,109.94
53778	Scarborough Lumber & Building	Supplies for Forestry 6/17/24 #400247-4	06/28/2024	57.45
53779	Security Shoring & Steel Plates Inc	Rental equipment	06/28/2024	808.00
53783	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	06/28/2024	19,044.34
53785	Universal Staffing Inc	Temporary staffing services	06/28/2024	474.38
53786	US Bank	RC-1816 - PW Supplies - replacement welder	06/28/2024	2,499.76

Total for Department: 119 Public Works	225,445.16
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Department: 120 Library

53668	Pacific Grove Self Storage	Storage Unit - Document storage	06/13/2024	406.00
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Total for Department: 120 Library	406.00
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Department: 121 Community Activities

53621	Good Roots Events, Inc.	Final distribution of FY 2023-2024 farmers' market & 3rd Thursda	06/07/2024	20,700.00
53623	Holiday Outdoor Decor	wreaths & garlands for Devendorf Park light poles	06/07/2024	1,207.40
53650	Copies By-The-Sea	100 Memorial Day ceremony programs	06/13/2024	85.22
53681	Tigerlilly Florist&Gifts	Memorial Day ceremony wreath and flowers	06/13/2024	458.86

Total for Department: 121 Community Activities	22,451.48
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Department: 130 Non-Departmental

53667	Pacific Gas & Electric	City-wide gas and electric services	06/13/2024	17,198.03
53703	Cal-Am Water Company	Water service citywide	06/24/2024	17,749.07
53723	Pacific Gas & Electric	Citywide gas and electric services	06/24/2024	310.43

Total for Department: 130 Non-Departmental	35,257.53
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Department: 311 Capital Projects

53624	Monterey Peninsula Engineering	CIP Equipment, material and labor 21-22 Pavement Rehab Program p	06/07/2024	212,245.68
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53630	Wallace Group	Street Resurfacing Project FY23/24	06/07/2024	13,193.00
53637	Ausonio, Inc	CIP Sunset Center Portico Project-Project management services	06/13/2024	27,294.75
53641	Carmel Pine Cone	Legal Notice 5/17/24 #2420MND015	06/13/2024	425.00
53653	Dudek	On call environmental services, construction support for the Mis	06/13/2024	3,198.75
53661	Monterey County Weekly Classifieds	Public Notice - SSC Cottages Window Repair Project 5/23/24 48-07	06/13/2024	1,374.75
53662	Monterey Peninsula Engineering	CIP Equipment, material and labor 21-22 Pavement Rehab Program p	06/13/2024	64,801.40
53682	US Bank	CW-6191-FM Supplies	06/13/2024	190.71
53688	ZFA Structural Engineering	Stuctural engineering design services:SC Walls	06/13/2024	5,820.00
53713	Indigo/Hammon & Playle Architects, LLP	Architect & Engineering Services for PD/PW Building Project	06/24/2024	8,637.50
53740	4Leaf, Inc	PD Building PM	06/28/2024	1,057.05
53780	Ten Over Studio, Inc	FM Reno Project:Sunset Center Portico	06/28/2024	15,606.13

Total for Department: 311 Capital Projects	353,844.72
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Grand Total	1,182,013.93
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CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

August 5, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-063 authorizing the City Administrator to establish the newly created Police Services Supervisor job description and salary range.

RECOMMENDATION:

Adopt Resolution 2024-063 authorizing the City Administrator to establish the newly created Police Services Supervisor position and adopt the job description and salary range.

BACKGROUND/SUMMARY:

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. Municipal Code 2.52.520, the City Council adopts the salary resolution, establishing the legal current salary range from the salary schedule for each class of employee positions. Additionally, California Public Employee's Retirement Law (PERL) and Section 570.5 of the California Code of Regulations (CCR) Title 2 requires the City pay rates and ranges meet required elements and be approved, in its entirety, by the City Council each time a modification occurs.

The recommended salary range for the Police Services Supervisor is as follows:

							Longevity Step
Classification	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Services Supervisor	Hourly:	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97	\$46.32
	Monthly:	\$6,413.33	\$6,734.00	\$7,070.27	\$7,423.87	\$7,794.80	\$8,028.80
	Annual:	\$76,960.00	\$80,808.00	\$84,843.20	\$89,086.40	\$93,537.60	\$96,345.60

FISCAL IMPACT:

The Police Services Supervisor position was adopted in the FY 24/25 operating budget.

PRIOR CITY COUNCIL ACTION:

None specific to this action.

ATTACHMENTS:

Attachment 1) Resolution 2024-063

Attachment 2) Exhibit A - Job Description

Attachment 3) Exhibit B - POA Salary Schedule

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

RESOLUTION NO. 2024-063

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 POLICE SERVICES SUPERVISOR

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, Police Services Supervisor, represented by the City of Carmel-by-the-Sea Police Association is a newly created job classification; 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:

1. Authorize and approve the City Administrator to establish the newly created Police Services Supervisor job description (**Exhibit A**).
2. Authorize and approve the City Administrator to establish the salary range for the Police Supervisor Position as follows:

							Longevity Step
Classification	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Services Supervisor <i>pending approval</i>	Hourly:	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97	\$46.32
	Monthly:	\$6,413.33	\$6,734.00	\$7,070.27	\$7,423.87	\$7,794.80	\$8,028.80
	Annual:	\$76,960.00	\$80,808.00	\$84,843.20	\$89,086.40	\$93,537.60	\$96,345.60

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 Police Officers Association (**Exhibit B**).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of August, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA

POLICE SERVICES SUPERVISOR

Definition

Under direction of the Chief of Police, to supervise, assign, review and participate in the work of the staff responsible for providing safety dispatch and police records maintenance services and activities; to supervise the property/evidence technician; to serve as Administrative Assistant to the Chief of Police; and to perform a variety of technical tasks relative to assigned areas of responsibility.

Supervision Exercised

Exercises direct supervision of technical and clerical staff.

Examples of Important and Essential Duties

- Plan, prioritize, assign, supervise, review and participate in the work of staff responsible for providing safety dispatch, police records maintenance services and activities including in the use and operation of dispatch and records management systems.
- Participate in the selection and evaluation of assigned staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Prepare various reports on operations and activities.
- Maintain and submit all departmental payroll records.
- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for providing responsible safety dispatch and police records maintenance services; implement policies and procedures; maintain and update procedural and related manuals.
- Participate in the preparation of assigned budget; submit budget and equipment purchase recommendations.
- Supervise the management of police records and safety dispatch record keeping systems and files; supervise the release of records; provide records to authorized personnel and public as appropriate; respond to court subpoenas requiring police record information as well as process subpoena duces tecum for department staff.
- Process and supervise all Public Records Act (PRA) requests for the Police Department.

Examples of Important and Essential Duties (continued)

- Process state audits for CLETS, security audits for CLETS data and process UCR statistical reporting to the state.
- Serve as the agency administrator/coordinator for LiveScan, CLETS, Tri Tech Browser, Cal Photo, CSAR, Rapid Deploy and TracNet (including adding new users). Process Department of Justice Validations.
- Supervise and perform LiveScan fingerprinting for the public and city applicants. Follow-up with the fingerprint results/returns through AAJC.
- Process disputes from Carmel Fire Ambulance patients contesting ambulance services; process refunds, overpayments and overbilling for ambulance.
- Ensure accurate, timely and correct procedures are used in logging, indexing and retrieving information.
- Oversee and administer the sealing and purging of records; maintain records of the disposition of documents and records.
- Supervise bookkeeping, billing and collection for services including resident parking permits, alarm account information and false alarm activation; oversee the collection and processing of monies received.
- Attend to and process administrative details not requiring the immediate attention of assigned staff members; independently respond to routine letters and general correspondence; compose and prepare letters, memoranda and reports pertaining to standard policies.
- Receive, compile and organize information for the preparation of correspondence, documents and reports as assigned; prepare a variety of correspondence, documents and reports.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative; perform varied and responsible administrative duties to assist in the processing and completion of administrative operations for assigned staff.
- Serve as a resource and information source regarding department policies, procedures, objectives and operational functions; receive and interview office visitors and telephone callers; answer questions and provide information where judgment, knowledge and interpretations are utilized; resolve complaints; refer caller to appropriate source as necessary. Be responsible for public and interdepartmental complaints pertaining to non-sworn personnel pursuant to departmental policies and procedures.

Examples of Important and Essential Duties (continued)

- Prepare information needed in administrative decisions and in facilitating the implementation of department policies and programs; research, collect, compile, tabulate, analyze and summarize data and information pertaining to specified activities, operations or functions as assigned; prepare a variety of fiscal, statistical and administration summaries and reports.
- Maintain detailed calendar of department activities and for assigned staff; arrange interviews, appointments, schedules, conferences, travel arrangements and itineraries.
- Establish and maintain complete records and files including financial, budget, personnel, operational and administrative records.
- Coordinate, supervise, and monitor special projects, assignments and activities as assigned; maintain control files on matters in progress and expedite their completion.
- Participate and assist in the administration of the assigned office; recommend organizational or procedural changes affecting support activities; recommend improvements in workflow, procedures and use of equipment and forms.
- Ensure the maintenance of communications and records equipment.
- Order forms, office supplies, evidence supplies for police department and ambulance; maintain inventory for items related to the department, communications and records.
- Perform the full range of duties of Police Services Officer personnel including dispatch and record functions.
- Supervise Communication Training Officer's (CTO's) including supervision of CTO's.

Other Job Related Duties

Perform related duties and responsibilities as assigned.

Job Related and Essential Qualifications

Knowledge of:

- Operations, services and activities of a safety dispatch and police records management program.
- Principles of supervision, training and performance evaluation.

Knowledge of: (continued)

- Procedures, methods and techniques of dispatching emergency services and records management.
- City geography, including streets, public buildings, landmarks, businesses, medical facilities, community centers and adjacent jurisdictional points of interest.
- Operating characteristics of emergency dispatch communications equipment including radio, telephone, and teletype equipment and the Federal, State and local regulations governing their use.
- Standard radio broadcasting and dispatch procedures and rules.
- Pertinent Federal, State, local and municipal laws, codes and regulations.
- Principles and practices of basic fiscal, statistical and administrative data collection and report preparation.
- Modern officer procedures, methods and equipment including computer equipment and applicable software programs.
- Principles and practices of business letter writing.
- Principles and techniques used in dealing with the public.
- Word processing, methods, techniques and programs including spreadsheets and database applications, including basic knowledge of Microsoft Office programs or similar.
- Principles and procedures of record keeping.
- Basic mathematical principles.
- Proficient in the English language to include spelling, vocabulary, grammar and punctuation, as well as proficient in speaking of the English language.
- Safe driving principles and practices.

Skill to:

- Operate emergency dispatch and communications equipment including radio, telephone and teletype equipment.
- Operate modern office equipment including computer equipment.

Skill to: (continued)

- Type and enter data at a speed necessary for successful job performance.
- Transcribe recorded materials at a speed necessary for successful job performance.
- Operate a motor vehicle safely.

Ability to:

- Respond to request and inquiries for information regarding safety dispatch and records management policies and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply the policies, procedures, laws and regulations pertaining to assigned programs and functions.
- Work under limited supervision within a framework of standard policies and procedures.
- Use independent judgment, initiative and good human relations and problem-solving skills in the application and follow through on decisions.
- Work cooperatively with other departments, City officials and outside agencies.
- Independently prepare correspondence, memoranda and minutes of meetings.
- Compile and tabulate data and information and prepare summaries and reports.
- Plan and organize work to meet schedules and timelines.
- Act quickly and calmly in emergencies.
- Meet and deal tactfully and effectively with the public.
- Prepare clear and concise reports.
- Respond to requests and inquiries from the public.
- Exercise good judgment, flexibility, creativity and sensitivity in response to changing situations and needs.

Ability to: (continued)

- 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.

Minimum Qualification

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:

Three years of increasingly responsible law enforcement clerical or communications experience including some supervisory and training experience.

Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work and specialized training in police records and communications.

License or Certification:

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

Possession of, or ability to obtain, a P.O.S.T. Basic Dispatcher's Course Certificate.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to sit, stand, walk, crouch, stoop, squat and lift 25 lbs.

<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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City of Carmel by the Sea

POLICE OFFICERS ASSOCIATION

City Council Meeting: September 12, 2023 / Reso #2023-086

SALARY SCHEDULE

Effective July 1, 2024

POLICE SWORN CLASSIFICATIONS

Effective July 1, 2024		0-12 months 12-120 months 120 months +			
Classification	Grade	Pay	Step 1	Step 2	Step 3
Police Officer	P-3	Hourly:	\$62.13	\$65.40	\$67.36
		Monthly:	\$10,769.20	\$11,336.00	\$11,675.73
		Annual:	\$129,230.40	\$136,032.00	\$140,108.80
Police Sergeant	P-5	Hourly:	\$71.46	\$75.22	\$77.48
		Monthly:	\$12,386.40	\$13,038.13	\$13,429.87
		Annual:	\$148,636.80	\$156,457.60	\$161,158.40

POLICE NON-SWORN CLASSIFICATIONS

3% effective July 1, 2024								Longevity Step
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Services Officer	P-1	Hourly:	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26	\$37.35
		Monthly:	\$5,170.53	\$5,428.80	\$5,700.93	\$5,985.20	\$6,285.07	\$6,474.00
		Annual:	\$62,046.40	\$65,145.60	\$68,411.20	\$71,822.40	\$75,420.80	\$77,688.00
Police Services Officer	P-2	Hourly:	\$32.17	\$33.78	\$35.47	\$37.24	\$39.10	\$40.27
		Monthly:	\$5,576.13	\$5,855.20	\$6,148.13	\$6,454.93	\$6,777.33	\$6,980.13
		Annual:	\$66,913.60	\$70,262.40	\$73,777.60	\$77,459.20	\$81,328.00	\$83,761.60
Police Services Supervisor	P-4	Hourly:	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97	\$46.32
		Monthly:	\$6,413.33	\$6,734.00	\$7,070.27	\$7,423.87	\$7,794.80	\$8,028.80
		Annual:	\$76,960.00	\$80,808.00	\$84,843.20	\$89,086.40	\$93,537.60	\$96,345.60



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

August 5, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-064, Authorizing three (3) free use days of the Sunset Cultural Center theater and lobby for the Carmel Unified School District Annual district-wide choral, string, and band festivals for Spring 2025

RECOMMENDATION:

Adopt Resolution 2024-064, Authorizing three (3) free use days of the Sunset Cultural Center theater and lobby for the Carmel Unified School District Annual district-wide choral, string, and band festivals for Spring 2025.

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.

Executive Summary

The Carmel Unified School District (CUSD) is requesting three (3) of the City's free use days of the Sunset Center for their Spring 2025 music festivals (Attachment 2). These festivals, which include district-wide choral, string, and band performances, have historically taken place at the Sunset Center, with the City Council previously supporting these events.

The CUSD annual spring music festivals are significant for several reasons:

1. Accommodating Attendees: The Sunset Center can host the large number of students, families, and community members who attend.
2. Inspiring Environment: The venue offers a remarkable performance space, enhancing the experience for performers and spectators.
3. Community Engagement: These festivals highlight student growth and talent, fostering community pride and involvement in local music programs.

Recommendation

Staff requests that Council consider adopting the attached Resolution, which will grant three (3) free use days of the Sunset Cultural Center theater and lobby for the Carmel Unified School District Annual district-wide choral, string, and band festivals in Spring 2025.

FISCAL IMPACT:

None for this item.

PRIOR CITY COUNCIL ACTION:

Council adopted a similar Resolution in 2023.

ATTACHMENTS:

Attachment 1) Resolution 2024-064

Attachment 2) CUSD Spring Music Festival Letter

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

RESOLUTION NO. 2024-064

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THREE FREE USE DAY OF THE SUNSET CENTER THEATER AND LOBBY
FOR THE CARMEL UNIFIED SCHOOL DISTRICT ANNUAL CHORAL, STRING AND BAND
FESTIVALS FOR SPRING 2025**

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 Unified School District (CUSD) has requested the use of the Sunset Cultural Center through the City's Free Theater Days for a total of three (3) days in Spring 2025, to accommodate their annual choral, string, and band festivals; and

WHEREAS, CUSD has established a time-honored tradition of hosting their Spring Music Festival at the Sunset Center, which serves as a platform for elementary, middle, and high school musicians to present the developmental progression of their music programs; and

WHEREAS, the support of the City in facilitating these performances at the Sunset Center is deeply valued by parents, musicians, and the administration, as it allows for the accommodation of a substantial number of attendees and fosters an environment that inspires and elevates the performances of our community's young musicians.

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

Authorize the Carmel Unified School District three (3) of the City's Sunset Center Free Theater Days for their annual spring music festival in 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

BOARD OF EDUCATION

Sara Hinds
Seaberry Nachbar
Karl Pallastrini
Jason Remyne
Anne-Marie Rosen

SUPERINTENDENT

Sharon Ofek



Attachment 2

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

June 20, 2024

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 2025. 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 for the dates listed below.

Tuesday, March 11, 2025

Tuesday, March 25, 2025

Wednesday, April 2, 2025

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

Sincerely,

Sharon Ofek
Superintendent



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

August 5, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayme Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-065 authorizing the City Administrator to execute a budgeted agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2024 to June 30, 2025 in an amount not to exceed \$226,297

RECOMMENDATION:

Adopt Resolution 2024-065 authorizing the City Administrator to execute a budgeted agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2024 to June 30, 2025 in an amount not to exceed \$226,297.

BACKGROUND/SUMMARY:

The purpose of this agenda item is for Council to authorize the City Administrator to execute an agreement with the Monterey County Destination Marketing Organization Inc., dba Monterey County Convention and Visitors Bureau (MCCVB) for destination marketing for Fiscal Year 2024-2025 per the adopted budget. The City has historically collaborated with MCCVB to manage visitors, including promoting overnight stays within the Village during mid-week and off-season. MCCVB has specialized expertise and experience in destination marketing of the Monterey Peninsula, which includes the City of Carmel-by-the-Sea.

Invoices will be paid as received bi-monthly from MCCVB based on 3% of actual transient occupancy tax revenue, not-to-exceed the amount of \$226,297 during Fiscal Year 2024-2025.

The Carmel Municipal Code requires Council approve agreements with a value of \$60,000 or more. The proposed agreement with MCCVB is for an amount not to exceed \$226,297 and is therefore presented for approval.

FISCAL IMPACT:

The Adopted Fiscal Year 2024-2025 Budget includes funding for MCCVB. The amount of the funding is based upon 3% of the City's Fiscal Year 2024-2025 budgeted transient occupancy tax revenue of \$7.5 million.

PRIOR CITY COUNCIL ACTION:

Council adopted the FY 24-25 budget on June 4, 2024, via Resolution 2024-047, approving funding for MCCVB in the amount of \$226,297.

Council adopted a similar agreement with MCCVB in 2023 for an amount not to exceed \$204,030, via Resolution 2023-078.

ATTACHMENTS:

Attachment 1) Resolution 2024-065

Attachment 2) Exhibit A - Contract for Services MCCVB FY 24-25

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

RESOLUTION NO. 2024-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA 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, 2024 TO JUNE 30, 2025 IN AN AMOUNT NOT TO EXCEED \$226,297

WHEREAS, transient occupancy tax and sales and use tax contribute to the City of Carmel-by-the-Sea's revenue sources and are heavily influenced by tourism; and

WHEREAS, the Monterey County Convention and Visitors Bureau possesses specialized knowledge and benefits from economy of scale in advertising and other marketing efforts in order to promote tourism within the Monterey Peninsula region and the City of Carmel-by-the-Sea; and

WHEREAS, in accordance with the Carmel Municipal Code, contracts of \$60,000 or more require Council approval, and

WHEREAS, a true copy of the Agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the Term of July 1, 2024 to June 30, 2025 is attached hereto as Exhibit A.

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 an agreement with the Monterey County Convention and Visitors Bureau for destination marketing for the term of July 1, 2024 through June 30, 2025 in an amount not to exceed \$226,297.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of August, 2024, by the following vote:

AYES: Councilmembers

NOES: Councilmember

ABSENT: None

ABSTAIN: None

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

Exhibit A - Coversheet

Agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing
for the term of July 1, 2024 to June 30, 2025 (attached)

PROFESSIONAL SERVICES AGREEMENT
Monterey County Convention and Visitors Bureau
Destination Marketing Services

THIS AGREEMENT is executed this ____ day of August 2024, by and between the City of Carmel-by-the-Sea, a municipal corporation (hereinafter "City"), and Monterey County Destination Marketing Organization Inc., dba Monterey County Convention and Visitors Bureau, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage the Monterey County Convention and Visitors Bureau (MCCVB) 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: **to create interest, visitation and drive overnight stays within the City.** The Scope of Services under this Agreement should include, but is not limited to:
- i. Stimulate interest in key feeder markets as mutually agreed to encourage visits to Carmel-by-the-Sea
 - ii. Marketing through advertising, promotions and social media to promote Carmel-by-the-Sea
 - iii. Promoting Carmel-by-the-Sea hotels, inns and lodging establishments on MCCVB's website
 - iv. Provide semi-annual reports highlighting MCCVB's web and digital activity and media relations as they pertain to Carmel-by-the-Sea and the economic impact of MCCVB's performance to the City.

Consultant agrees to all of the following:

- 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 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 President/CEO of the Monterey County Convention and Visitors Bureau.

- iii. 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.
- iv. 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.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$59,999 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.

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 a total amount not-to-exceed **Two Hundred Twenty Six Thousand Two hundred and Ninety-Seven Dollars (\$226,297.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. 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 shall submit to the City quarterly written invoices to the City's Project Representative, identified in Section 5 below. Consultant's invoices must include but are not limited to, the following information:
 - i. Invoice number and date;
 - ii. A brief description of services performed;
 - iii. The total amount due for the period covered by this invoice

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. 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.

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 1.8 "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. 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.
- iv. Consultant must include the requirements of Section 20, "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 July 1, 2024 and must be completed by June 30, 2025, 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 1.8, "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" 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.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **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.

B. 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: Chip Rerig
 Title: City Administrator
 Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: 831.620.2058
 Email: crerig@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: Rob O'Keefe
 Title: President/CEO
 Company: Monterey County Convention and Visitors Bureau
 Address: P.O. Box 1770, Monterey, CA 93942
 Telephone: 831.657.6425
 Email: Rob@seemonterey.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 2652 and 2652.6), 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 Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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 2652, 2652.6, and 2652.8.

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. The general 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 24 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 25 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 that 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: Consultant agrees to the following performance standards for the term of the Agreement:

- A. MCCVB will collaborate with the City and Visit Carmel on the development and implementation of visitor marketing campaigns focused on safe, responsible and respectful travel, including the "Love Carmel Like a Local" campaign
- B. MCCVB will work with Visit Carmel to cross-promote Carmel-by-the-Sea in at least one focused owned media post per quarter
- C. MCCVB will include Carmel-by-the-Sea within its 2024-25 group marketing programs
- D. MCCVB will include Carmel-by-the-Sea within its 2024-25 earned media programs
- E. MCCVB will attend Visit Carmel Board Meetings as requested and also hold up to four 30 minute "working sessions" as requested with Visit Carmel to gauge progress in meeting objectives and make adjustments in marketing strategies as needed
- F. Visit Carmel Executive Director will hold a position on MCCVB Marketing committee
- G. MCCVB will make a concerted effort to maintain up-to-date and accurate information about Carmel-by-the-Sea and its tourism-based businesses on MCCVB's website and in print and digital materials
- H. MCCVB will highlight events at the Sunset Center by supporting Sunset Center events in the online event calendar as information is available and include the Sunset Center as a venue for performances, meetings and conferences and wedding and special events on MCCVB's website and marketing materials

9. OWNERSHIP AND USE OF MATERIALS

- A. **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.

10. 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, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". 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.

11. 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;
- 8. 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.

12. 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 Mayor or Mayor Pro Tempore, and the Consultant's Chair of the Board of Directors, 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 Mayor or Mayor Pro Tempore 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.

13. 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 promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
- 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.

14. 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.

15. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate on the basis of class of persons protected under California and federal law, 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 Maieure.** 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 cause, 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 18, "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 or Cities/Jurisdictions 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 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

City Administrator Signature

Chip Rerig
Printed Name

Date: _____

City Administrator
Title

Rob O'Keefe
Printed Name

Date: _____

President/CEO
Title

Monterey- County Destination Marketing
Organization Inc. dba Monterey County
Convention and Visitors Bureau
Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

Attest: _____
Nova Romero, City Clerk

Date: _____



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

August 5, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Evan Kort, Associate Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-066 Authorizing a refund of Design Study application fees, associated with DS 23-144 (Wagner), in the amount of \$5,645.25 to Christopher and Karen Wager

RECOMMENDATION:

Adopt Resolution 2024-066 Authorizing a refund of Design Study application fees, associated with DS 23-144 (Wagner), in the amount of \$5,645.25 to Christopher and Karen Wager.

BACKGROUND/SUMMARY:

The project applicant, Thomas Hood, submitted a Track 2 Design Study application on behalf of the property owners, Christopher and Karen Wagner. The associated application fee of \$5,392, Volume Study Application Fee of \$135, and Volumetric Deposit of \$1,500 were paid by the property owners (a total of \$7,027). The project was reviewed by staff and a completeness review was completed on June 28, 2023 – no response to the completeness review was received and the application was never deemed complete. On July 1, 2024, the property owner formally notified staff of their intent to withdraw their application and requested a refund of the application fees. This item is on the Council's agenda to authorize a refund of 75% of the permit fee costs, \$5,645.25, in accordance with CMC Section 17.02.120 (Fees) which allows a partial refund of fees in the amount of 75% for applications that are withdrawn before a determination has been made as to whether the application is complete. Staff notes that \$1,500 of the previously mentioned \$7,027 application fees were deposited into a deposit account and any unused amount could have been returned to the applicant. The applicant submitted an application on May 16, 2023 and withdrew the application on July 1, 2024 prior to staff making a determination as to the completeness of the application.

CMC Section 3.06.060 (Return of Funds) requires refunds of \$1,000 or more to be approved by Council. Specifically, Section 3.06.060 states that "from time to time it becomes necessary to refund certain permit fees, taxes, licenses, etc., in the normal course of City business. Upon recommendation from the Assistant City Administrator, the City Administrator or his/her duly authorized representative is authorized to approve such refunds in an amount not to exceed \$1,000. All refunds over \$1,000 shall require approval by the City Council."

FISCAL IMPACT:

Other than the cost of processing the refund, there is no fiscal impact to the City for issuing the permit fee refund.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) Resolution 2024-066

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

RESOLUTION NO. 2024-066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING A REFUND OF A DESIGN STUDY PERMIT FEE IN THE AMOUNT OF \$5,645.25
TO CHRISTOPHER AND KAREN WAGER**

WHEREAS, the applicant, Thomas Hood, submitted a Design Study Track 2 application, DS 23-144 (Wagner), on behalf of property owners Christopher and Karen Wagner on May 16, 2023; and

WHEREAS, the applicant was assessed a permit fees in the sum of \$7,027 for the review of the application and associated volume study; and

WHEREAS, on July 1, 2024 the applicant submitted a request to withdraw the application; and

WHEREAS, CMC Section 17.02.120 (Fees) allows a partial refund of permit fees in the amount of 75% for applications that are withdrawn before a determination has been made as to whether the application is complete; and

WHEREAS, the applicant submitted an application on May 16, 2023 and withdrew the application on July 1, 2024 prior to staff making a determination as to the completeness of the application; and

WHEREAS, the applicant is entitled to a 75% refund of the permit fee which amounts to \$5,645.25; and

WHEREAS, CMC Section 3.06.060 (Return of Funds) requires refunds of \$1,000 or more to be approved by the City Council.

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

Authorize a refund of \$5,645.25 which is 75% of the associated permit fees for a Design Study Track 2 application to Christopher and Karen Wager.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk