



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

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

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

REGULAR MEETING Tuesday, July 6, 2021

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

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

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

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

EXTRAORDINARY BUSINESS

- A. Welcoming and Inclusive Community Proclamation**

PUBLIC APPEARANCES

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

ANNOUNCEMENTS

- A. City Administrator Announcements**

- B. City Attorney Announcements
- C. Councilmember Announcements

CONSENT AGENDA

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

1. June 1, 2021 Regular Meeting Minutes and June 8, 2021 Special Meeting Minutes
2. Monthly Reports for May: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report
3. May 2021 Check Register Summary
4. 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 FY 2021/22
5. Resolution 2021-034 approving the Grant of Funds from the California State Coastal Conservancy for the Mission Trail Nature Preserve Fire Fuel Abatement Project and approving a Budget Amendment of \$45,000 to the Fiscal Year 2021-2022 Adopted Budget
6. Resolution 2021-035 authorizing the City Administrator to execute Amendment No. 3 to the agreement with Peninsula Messenger Service for mail delivery for a not to exceed increase of \$122,000 for the term of July 1, 2021 to December 31, 2022
7. Resolution 2021-036 authorizing the City Administrator to sign a Legal Services Agreement with the Telecom Law Firm
8. Resolution 2021-037 authorizing the City Administrator to execute Amendment No. 5 with Pureserve Building Services, Inc., extending the existing janitorial services contract through December 31, 2021 for a fee of \$97,000, plus a supplemental services contingency of \$5,000, for a not-to-exceed total of \$102,000
9. Resolution 2021-038 establishing a schedule of fines greater than \$100 for Administrative Citations pursuant to Section 18.04.080 of the City of Carmel-by-the-Sea Municipal Code

ORDERS OF BUSINESS

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

10. Receive a presentation recommending the Public Agency Retirement Services (PARS) as the preferred Section 115 Retirement Trust provider and direct staff to prepare the authorizing resolution and other necessary documents to establish a Section 115 Trust Administered by the Public Agency Retirement Services (PARS)

FUTURE AGENDA ITEMS

ADJOURNMENT

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

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

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
REAFFIRMING OUR COMMUNITY’S ETHOS AS A WELCOMING AND INCLUSIVE
COMMUNITY FOR ALL**

Whereas, all people should be respected and valued, and

Whereas, a welcoming community accepts all persons regardless of ethnicity, race, age, sexual orientation, religion, disability, gender and gender identity, and

Whereas, Carmel-by-the-Sea has been and will continue to be enriched and enhanced in its cultural fabric, economic prosperity and personal understanding of others by having a principled and respectful community standard towards all people, and

Whereas, Carmel-by-the-Sea engenders to have all residents and visitors be safe and secure, and

Whereas, the betterment of our community is assured when we welcome all persons to partake in the social, cultural and economic elements of Carmel-by-the-Sea, and

Whereas, understanding and collaboration between people is vital for the cultivation of a community that is accepting of all persons.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby proclaim the City of Carmel-by-the Sea does:

- a) Encourage its citizens, businesses, civic groups, municipal government and community institutions to strive to make this community even stronger in its acceptance of all persons regardless of ethnicity, race, age, sexual orientation, religion, disability, gender and gender identity.
- b) Strive for unity and harmony in our community.
- c) Respect the human dignity of all persons.
- d) Denounce racism, antisemitism, white supremacy, misogyny, anti-Indigenous racism, anti-Muslim bias, anti-Asian Pacific Islander hatred, anti LGBTQ+ hate, ableism, xenophobia, all hateful speech, symbols of hatred and bias, and all acts of violence towards all people.

David Potter, Mayor



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

July 6, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: June 1, 2021 Regular Meeting Minutes and June 8, 2021 Special Meeting Minutes

RECOMMENDATION:

Approve June 1, 2021 Regular Meeting Minutes and June 8, 2021 Special Meeting Minutes as presented.

BACKGROUND/SUMMARY:

The City Council routinely approves the Minutes of its meetings.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

Attachment #1 - June 1, 2021 Meeting Minutes

Attachment #2 - June 8, 2021 Special Meeting Minutes

**REGULAR MEETING
Tuesday, June 1, 2021**

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

CALL TO ORDER AND ROLL CALL

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

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

EXTRAORDINARY BUSINESS

Item A: Proclamation recognizing June 2021 as LGBTQ Pride Month.

Item B: Local Hazard Mitigation Presentation

Item C: Presentation on 211 Services

PUBLIC APPEARANCES

None

ANNOUNCEMENTS

Item A: City Administrator Announcements

The City Administrator discussed Monterey County moving into yellow-tier status, the beach fire program, stated the City's budget adoption is set for June 8, 2021, and discussed the recent outdoor seating survey and Outdoor Seating Ad Hoc Committee.

Item B: City Attorney Announcements

None

Item C: Councilmember Announcements

Mayor Pro Tem Richards congratulated Carmel Chamber Leadership Program for their recent graduation and congratulated the Carmel High School boys soccer team for their appearance in the CCS Championship and congratulated Carmel High School golf for their second place finish at the CCS Championship.

Council Member Baron discussed the upcoming Climate Committee Meeting.

CONSENT AGENDA

Council Member Ferlito requested that Item No. 5 be removed for separate discussion.

Council Member Ferlito thanked Carmel Cares and the volunteers for the work they do and the equipment provide to the City.

CONSENT AGENDA CONTINUED...

On a motion by Mayor Pro Tem Richards and seconded by Council Member Baron, the City Council approved the Consent Agenda, by the following roll call vote:

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

Item 1: May 3, 2021 Special Meeting Minutes, May 4, 2021 Regular Meeting Minutes, May 12, 2021 Special Meeting Minutes, and May 18, 2021 Special Meeting Minutes

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

Item 3: April 2021 Check Register Summary

Item 4: Resolution 2021-020 authorizing a partial refund of a Track 2 Design Study application fee in the amount of \$3,783.75 plus the full amount of the volumetrics deposit of \$1,500 to Laurel Pavesi

Item 5: Resolution 2021-021 accepting donations from Carmel Gives and Carmel Cares, both nonprofit, volunteer organizations

Item 6: Resolution 2021-022 ratifying an appointment to the Historic Resources Board

Item 7: Resolution 2021-023 accepting the 2021 updates to the existing Emergency Operations Plan

Item 8: Resolution 2021-024 authorizing the City Administrator to execute a professional services agreement with Visit Carmel for marketing services for the period of July 1, 2021 to June 30, 2024

Item 9: Ordinance 2021-001 amending sections 2.28.030, 2.28.060, 2.32.030, 2.36.030, 2.72.030 and 2.74.010 of the Carmel-by-the-Sea Municipal Code related to timing of Board and Commission appointments and updating the Community Activities Commission Mission Statement

Item 10: Ordinance 2021-002 adding Chapter 12.48 "Special Events" to the Carmel-by-the-Sea Municipal Code

Item 11: Resolution 2021-025 authorizing the City Administrator to execute an agreement with Netkiller for Google WorkSpace products for the term of July 1, 2020 to July 1, 2023 in an amount not to exceed \$50,112

ORDERS OF BUSINESS

Item 12: Resolution 2021-026 authorizing the closure of certain streets and the erection of tents on public property for Concours on the Avenue, Prancing Ponies, and Ferrari of North America

The Library and Community Activities Director provided the staff report for this item.

Questions from the City Council to staff included clarification if the area where an event will be held is considered as it relates to outdoor events and COVID-related protocols.

The following members of the public spoke regarding this item:

Doug Freedman
Cliff Johnson
Kay Franke
Jon Hagstrom
Jenny MacMurdo
Kimberly Mattison
Gerard Mattimoe
Brian Turlington
Conklin
Ashley Bennett Stoddard
John McCoy
Holly Zoller
Jack Kendall
Monica Nathan
Richard Kreitman
Mitch Taylor
Tex Otto

Discussion among the City Council and staff included discussion of enforcement for wearing face masks, the number of volunteers, combining two Ferrari events into one day, and the requirements and protocols for all Car Week events are the same as it relates to COVID. Staff and the City Council discussed the organizations that benefit from the events. The City Council thanked staff for their hard work as they worked with the event organizers to ensure state guidelines are followed.

On a motion by Council Member Baron and seconded by Council Member Theis, the City Council approved the staff recommendation for street closures subject to adherence to mega event state guidelines and mask enforcement protocols, and provided staff with allowance to change dates for smaller events and will allow staff to relax restrictions if the State relaxes restrictions before car week, and adopted 2021-026 authorizing the closure of certain streets and the erection of tents on public property for Concours on the Avenue, Prancing Ponies, and Ferrari of North America , by the following roll call vote:

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

Item 13: Resolution 2021-027 authorizing the City Administrator to implement modifications to the home mail delivery program to include the use of eligibility criteria effective on August 15, 2021 and provide direction to staff regarding fees for this program

The Director of Budgets and Contracts provided the staff report for this item.

Questions from the City Council to staff included clarification if the August 15, 2021 start date will allow staff ample time to implement changes to the program, clarification of the original bidding process for this service and clarification of the number of people using the service.

The following members of the public spoke regarding this item:

Robert Rapp
Moir LaMountain
Dale Byrne
JC Myers
Marci Meaux

Discussion among the City Council and staff included discussion of the history of the program, the compromises between the City and postal service, and not subsidizing those individuals who don't want to go to the Post Office as opposed to those individuals who have a physical limitation to get to the Post Office. Staff and the City Council discussed the forms to be used and the type of information that will be on the forms, the process for how ineligible individuals will pay for the service going forward, and discussed having the City get out of the mail delivery service as well as any associated bookkeeping. The City Council discussed bringing forward discussion of issuing house numbers and having mailboxes in the City, beginning with the Planning Commission.

Mayor Pro Tem Richards moved and Mayor Potter seconded adopting Resolution 2021-027 as written.

Council Member Baron requested, and Mayor Pro tem Richards approved, an amendment to the motion to begin to charge ineligible individuals on the date recommended by staff and require ineligible participants to contract directly with Peninsula Messenger Service.

On a motion by Mayor Pro Tem Richards and seconded by Mayor Potter, the City Council adopted 2021-027 authorizing the City Administrator to implement modifications to the home mail delivery program to include the use of eligibility criteria effective on August 15, 2021, authorized staff to begin to charge ineligible individuals on the date recommended by staff and gave staff direction to require ineligible participants to contract directly with Peninsula Messenger Service, by the following roll call vote:

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

Mayor Potter requested a brief recess at this time.

Mayor Potter reconvened the meeting at 7:06 p.m.

PUBLIC HEARINGS

Item 14: Consideration of an Appeal by Peter Smith (APP 21-165) of a Design Study Approval (DS 20-392, Jung) and associated Coastal Development Permit for a 233 square foot addition to an existing 1-story, 1,640 square foot single-family residence and the construction of a new 240 square foot detached garage located on Camino Real 3 Southwest of 13th Avenue in the Single-Family Residential (R-1) Zoning District

The Associate Planner provided the staff report for this item.

Questions from the City Council to staff included clarification of the square footage for the house, garage and ADU.

The Applicant provided information regarding the Appeal.

Due to technical difficulties, after the presentation of the staff report and hearing from the Applicant for Item 14, the City Council heard Item 15 before hearing from the Appellant and taking action for Item 14.

Item 15: Consideration of an Appeal by Scott Hulett (APP 21-166, 'O' Day) of a decision made by the Planning Commission on April 14, 2021, denying a one-time extension of a Design Study (DS 15-349, O' Day) for the construction of a detached carport in the front and side-yard setbacks and enclosure of the existing carport for storage located at the southeast corner of Casanova Street and 4th Avenue in the Single-Family Residential (R-1) Zoning District. (APN 010-214-028)

The Senior Planner provided the staff report for this item.

Questions from the City Council to staff included clarification of the extension requests and why the second extension went before the Planning Commission.

The Appellant and homeowner provided information regarding the Appeal.

The neighbors, Julie and Paul Bruno provided information regarding the Appeal.

Discussion among the City Council and staff included discussion of a tree removal on the property, the significant changes referred to by the Planning Commission, the length of time involved with the project, the circumstances involved in delaying the project and the need for the project to receive full vetting at this time.

Council Member Baron requested the process related to staff level approvals for revisions of projects be updated.

Item 15 continued...

On a motion by Mayor Potter and seconded by Council Member Baron, the City Council adopted Resolution 2021-029 denying the Scott Hulett (APP 21-166), and upholding the Planning Commission's decision to deny a one-time extension of Design Study (DS 15-349, O'Day) for the construction of a detached carport in the front and side-yard setbacks and enclosure of the existing carport for storage located at the southeast corner of Casanova Street and 4th Avenue in the single-family residential (R-1) zoning district (APN 010-214-028), by the following roll call vote:

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

Item 14: Consideration of an Appeal by Peter Smith (APP 21-165) of a Design Study Approval (DS 20-392, Jung) and associated Coastal Development Permit for a 233 square foot addition to an existing 1-story, 1,640 square foot single-family residence and the construction of a new 240 square foot detached garage located on Camino Real 3 Southwest of 13th Avenue in the Single-Family Residential (R-1) Zoning District

The Appellant provided information regarding the Appeal.

Discussion among the City Council and staff included discussion of the issue of privacy, ADU's and the difficult decision faced by the Council.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council adopted Resolution 2021-028 denying the appeal by Peter Smith (APP 21-165) and upholding the Planning Commission's decision to approve a Final Design Study (DS 20-392) and associated Coastal Development Permit for a 233 square foot addition to an existing one-story, 1,640 square foot single-family residence and the construction of a 240 square foot detached garage in the front setback located on Camino Real 3 southwest of 13th Avenue in the single-family residential (R-1) zoning district, APN 010-284-003, by the following roll call vote:

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

FUTURE AGENDA ITEMS

Council Member Ferlito requested at home mail delivery and addresses be brought to a future meeting.

ADJOURNMENT

Mayor Potter adjourned the meeting to Closed Session at 8:08 p.m.

CLOSED SESSION

Item A: Public Employee Performance Evaluation pursuant to Government Code Section 54957; Title:
City Administrator

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk

**CITY COUNCIL SPECIAL MEETING
Tuesday, June 8, 2021**

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

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:32 p.m.

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

PUBLIC APPEARANCES

The following members of the public spoke:

Jo Todd

CONSENT AGENDA

On a motion by Council Member Baron and seconded by Mayor Pro Tem Richards, the City Council approved the Consent Agenda, by the following roll call vote:

AYES: BARON, FERLITO, THEIS, RICHARDS, POTTER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Item 1: Resolution 2021-030 adopting the Fiscal Year 2021-2022 Rental Charge for the Norton Court Garage

ORDERS OF BUSINESS

Item 2: Resolution 2021-031 approving a two percent rate increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, effective July 1, 2021

The Environmental Compliance Manager provided the staff report for this item.

Questions from the City Council to staff included clarification of the most recent rate increase, edible food waste, recycling of food waste, replacing damaged trash cans, and clarification of the process for repairing leaking garbage trucks.

The following member of the public spoke regarding this item:

Teresa Holman

Item 2 Continued...

Discussion among the City Council and staff included discussion of the future of compostables, how compostables are to be placed in the trash or recycle bins, leaving trash cans in the public right of way, and the impact of legislation on the City's contract. Additionally, the City Council discussed the State's bin requirements and the associated fees, the impact of State required programs on the public and future outreach regarding recycling and composting.

On a motion by Council Member Baron and seconded by Council Member Theis, the City Council adopted Resolution 2021-031 approving a two percent rate increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, effective July 1, 2021, by the following roll call vote:

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

PUBLIC HEARINGS

Item 3: Resolution 2021-032 adopting the Fiscal Year 2021-2022 Appropriations Limit

The Director of Budgets and Contracts provided the staff report for this item.

Discussion among the City Council and staff included discussion of the way in which the City sets the Appropriations Limit in the future.

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council adopted Resolution 2021-032 adopting the Fiscal Year 2021-2022 Appropriations Limit, by the following roll call vote:

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

Item 4: Resolution 2021-033 adopting the Fiscal Year 2021-2022 Annual Operating and Capital Budget

The Director of Budgets and Contracts provided the staff report for this item.

Discussion among the City Council and staff included the City Council's appreciation for the hard work and collaboration by staff, appreciation of the public's questions and the City Council's appreciation for everyone's patience as a clearer understanding of Federal Government funding is obtained. Additionally, the City Council discussed items for future budgets, discussed the cautious approach to the budget and discussed the desire for residents and the City Council to understand the necessity for more staff to get the projects in the budget done and staff needs time to get back to normal. All should be sensitive to what residents, businesses and staff have been through. The City Council also expressed appreciation for the increase to the City's reserves.

Item 4 Continued...

On a motion by Mayor Potter and seconded by Council Member Ferlito, the City Council adopted Resolution 2021-033 adopting the Fiscal Year 2021-2022 Annual Operating and Capital Budget, by the following roll call vote:

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

ADJOURNMENT

Mayor Potter adjourned the meeting at 5:52 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk



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

July 6, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports.

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

The invoice submitted by Peninsula Messenger Service for the month of May shows 158 residents are receiving mail delivery service.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log
- Attachment #2 - Community Planning & Building Report May 2021
- Attachment #3 - Police, Fire & Ambulance Report
- Attachment #4 - Public Records Act Request Logs
- Attachment #5 - Public Works Report for May 2021

City Administrator Contract Log
FY 2020-2021

Date Entered Into	Contractor	Contract Amount	Purpose
5/7/2021	KAIZEN INFOSOURCE LLC	\$23,500.00	Record retention schedule update



CITY OF CARMEL-BY-THE-SEA Monthly Report

May 2021

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Senior Planner
SUBMITTED ON:	June 25, 2021
APPROVED BY:	Brandon Swanson, Community Planning & Building Director

MAY 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In May of 2021, **37** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In May of 2021, **42** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In May of 2021, **3** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In May of 2021, **25** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the May 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to May 2020 totals. As shown in the table, in 2021 there was a **57% increase** in planning permit applications, a **13% increase** in building permit applications, **75% decrease** in code compliance cases, and a **5% decrease** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	115	202	96	136
2021 Totals	181	229	24	129
% Difference	57%	13%	-75%	-5%



Planning Permit Report

05/01/2021 - 05/31/2021

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
21186	Design Study	Minor remodel to an existing 2-story residence with attached 2-car garage. Replace interior fixtures and finishes. Replace all existing doors and windows with new doors and windows. New deck, roof, and exterior wall cladding	Carmelo Street 4 Southwest of 2nd Avenue	6/8/2021		In Review
21185	Sign	Sign Installation	Dolores 2 NW of Ocean		6/15/2021	Approved
21184	Appeal	Appeal of the decision of the Planning Commission Decision	On Mission 2 NE of 8th Avenue			In Review
21183	Sign	Custom Sandblasted Sign affixed to previously existing sign bracket.	North side of Ocean Ave between Lincoln and Dolores	6/17/2021		In Review
21182	Design Study	Replace existing 45 year old entry doors with	SWC Scenic and Ocean			In Review
21181	Historic Evaluation	Remodel mostly interior	Scenic 3 NE Santa Lucia	5/25/2021		In Review
21180	Design Study	First Story additions to include closet, deck, and dining room expansion, and roof reconfiguration. Second story addition to include loft, master suite, and deck. Exterior realignment of paving	NE Corner of 4th and Carpenter	5/25/2021		In Review
21179	Appeal	Appeal of the HRB findings of Noncompliance with the Secretary of the Interior's Standards for the demolition of the Palo Alto Savings and Loan Bank Community Room	Dolores 2 SE of 7th	5/19/2021		In Review

21178	Design Study	This approval of this Design Study authorizes a revision to a previously approved Design Study, DS 19-390. The proposed changes include raising the plate and ridge height at the existing kitchen to match the existing eave height and raising the eave height of the dining room at the rear of the residence to match the existing eave. The project shall be in conformance with the project plans prepared by Jun Sillano approved on May 19, 2021 unless modified by the Conditions of Approval herein.	Camino Real 3 NW 8th	5/19/2021	5/19/2021	Approved
21177	Business License	This business license authorizes the use of a commercial business located in the Service Commercial (SC) Zoning District, offering the following goods and services: a. Primary Use: This use is classified as a Full-Line Restaurant (NAICS 722110): Approval of this permit authorizes the establishment of a full-line restaurant selling a full line of prepared food and drinks for on-site consumption using non- disposable plates, glasses and utensils. b. Ancillary Use: The sale of alcoholic beverages is permitted, but shall be subordinate to the primary use. No more than 20% of the seating is permitted at a bar or in a separate bar room.	NWC Corner of Junipero and 5th	5/18/2021	6/15/2021	Approved
21176	Design Review	This approval of Design Study (DS 21-176, Twohy) authorizes the installation of 800 square feet of 'Sierra Blend' artificial turf by Turf Hub at a single-family residence located on Monte Verde 2 southwest of 13th Avenue in the Single-Family Residential (R-1) District as depicted in the documents submitted by Alejandro Cardenas stamped approved on June 16, 2021, unless modified by the conditions of approval.	Monte Verde 2 SW of 13th	5/18/2021	6/16/2021	Approved
21175	Historic Evaluation	Historic evaluation	2996 Franciscan Way	5/5/2021		Closed
21174	Design Study	This approval authorizes the construction of a 5'8" tall side property line fence along the north boundary driveway. The portion of fence within the front	San Antonio 3 Sw of 7th	5/25/2021	6/15/2021	Approved

		setback (15 feet of front property line) will be approximately 3'3" in height. The fence will be all wood and shall be constructed from 2"x4" cedar wood boards The work shall be consistent with the plan set prepared by Thomas Hood dated received on June 10, 2021 unless modified by the conditions of approval.				
21173	Bench Dedication	Mount a plaque on an existing bench where the location is near the bluff inside a barrier split rail fence on the southern edge of Mt. View entrance to Mission Trail Nature Preserve	Mt. View at entrance to MTNP	5/18/2021	6/22/2021	Approved
21172	Design Study	OVERALL PROJECT: THE SCOPE OF THE PROJECT IS A MAJOR REMODEL OF AN EXISTING 1315SQUARE FOOT RESIDENCE. FIFTY PERCENT OF THE EXISTING EXTERIOR WALLS AND THE FOOTPRINT OF MORE THAN 50% OF THE HOME WILL REMAIN. THE REMOVAL OF 511 SQUARE FEET OF THE EXISTING HOUSE AND THE ADDITION OF 774 SQUARE FEET WILL BE ADDED TO THE HOUSE TO MAKE A NEW 1800 SQUARE FOOT RESIDENCE. SQUARE FOOT RESIDENCE. A NEW 210 SQUARE FOOT ONE-CAR GARAGE WILL BE ADDED TO THE FRONT YARD. NEW LANDSCAPING WITH GARDEN WALLS WILL BE ADDED IN THE REAR YARD. NEW ELECTRIC METER WITH NEW UNDERGROUND SERVICEWILL BE ADDED. EXISTING WATER, GAS, AND SEWER CONNECTIONS WILL REMAIN.	San Carlos 2SW of 1st Ave			In Review
21171	Use Permit	Renovation of the existing (28) room hotel and exterior areas, the addition of a spa in buildings F&G to serve guests of the hotel, exterior painting and limited exterior changes to the existing building facades, and improvements and accessibility upgrades to the exterior landscaped areas and parking	San Antonio and 13th			In Review

21170	Design Review	Renovation of the existing (28) room hotel and exterior areas, the addition of a spa in buildings F&G to serve guests of the hotel, exterior painting and limited exterior changes to the existing building facades, and improvements and accessibility upgrades to the exterior landscaped areas and parking (formerly Colonial Terrace)	San Antonio and 13th	6/24/2021		In Review
21169	Preliminary Site Assessment	Demo existing 203 sf garage, build new 373 sf ground floor addition and 445 sf 2nd floor addition with 169 SFF roof deck and 240 sf carport on existing single family residence	San Carlos 3 SW of 9th	5/14/2021		Closed
21168	Use Permit	Nicolas is an elevated mexican cuisine restaurant that seeks to occupy the 4,938 sf space formerly occupied by Sur La Table. The restaurant will serve breakfast, lunch and dinner from 8am to 9pm daily with 11 employees at highest occupancy, A full bar is available. Seating is limited to the water credits provided by the Owner.	Carmel Plaza - Ocean and Mission Street, Suite 111	5/18/2021	6/9/2021	Approved
21167	Business License	Approachable Fine dining restaurant to serve breakfast, lunch and dinner	NEC San Carlos and 5th	5/18/2021		In Review
21166	Appeal	Huelett appeal of O'Day DS 20-397 Planning Commission Decision				In Review
21165	Appeal	Appeal of the decision of the Planning Commission Decision				Closed
21164	Historic Determination	THE PROJECT CONSISTS OF A 58 SQUARE FOOT ADDITION AND BATHROOM AND KITCHEN RENOVATION. REPLACEMENT OF EXISTING WOOD WINDOWS WITH NEW WOOD / CLAD WINDOWS AND DOORS. THE PROJECT ALSO CONSISTS OF REPLACEING AN EXISTING STONE PATIO WITH A NEW WOOD DECK.	1st Ave	5/13/2021		Closed
21163	Sign	New Business Sign	Court of the Fountains, Mission and 7th			Approved

21162	Sign	New Business Sign	San Carlos between 7th and 8th - Ste H	5/12/2021		Corrections Required
21161	Administrative Determination	exterior re painting exact match of current color	Dolores b/w 7th and 8th Comerica bank building			Closed
21160	Design Study	House Remodel project which includes: Replacement of doors and some windows, removal of staircase, balcony repair, garage door replacement, repainting the house and covering brick with cedar planks.	0 Crespi Avenue	5/14/2021		Corrections Required
21159	Design Review	New driveway gate and partial fence	Camino Real, 3 NE of Ocean	5/12/2021		In Review
21158	Bench Dedication	Bench Dedication for Sue McCloud	He would like bench 15 yards north of the corner of Scenic and 13th	5/12/2021		In Review
21157	Bench Dedication	Memorial Bench K	Scenic Road		6/11/2021	Approved
21156	Preliminary Site Assessment	2nd story addition to an existing residence, new doors and windows, reframing of Existing Garage , interior remodel (kitchen, office, living room)	Escolle Way	5/10/2021		Closed
21155	Design Study	Authorization. This approval of Design Study (DS 21-155, Cass) authorizes the following: 1) Add 42 square feet on the north (rear) elevation for a new closet, finished with stucco and a cedar shake roof to match existing conditions; 2) Remove and replace an existing 4' x 4' window on the east (side) elevation with new French doors; 3) Replace an existing solid door on the north (rear) elevation with a new French door; 4) Remove, replace and extend the east and west side yard fencing by 25 linear feet;	Ocean Ave. 3 NE of Guadalupe	5/7/2021	6/16/2021	Approved

		5) Install two new wall mounted exterior light fixtures; 6) Construct a new 47 square foot impermeable patio and steps on the south (front) elevation; and, 7) New exterior paint, for the residence located on Ocean Avenue 3 northeast of Guadalupe Street in the R-1 Single Family Residential District as depicted in the plans prepared by John Mandurrango Design Studios dated received by Community Planning & Building Department on June 15, 2021 and stamped approved on June 16, 2021, unless modified by the conditions of approval.				
21154	Business License	1. This business license BL 21-154 (Skin and Body Method) authorizes use of a 176 square foot commercial business space offering the following goods and services. a. Primary Use: This use is classified as a beauty salon (NAICS 812112): i. Primarily engaged in one or more of the following: (1) cutting, trimming, shampooing, coloring, waving, or styling hair; (2) providing facials; and (3) applying makeup (except permanent makeup). ii. All services shall be provided by a California Licensed Esthetician. b. Ancillary Use: The Ancillary Use shall be classified as a cosmetic retailer (NAICS 446120): i. The retail sale of skin care products is allowed as an ancillary use and shall not exceed more than 10% of the total retail display area occupied by all merchandise. Should the retail use occupy for than 10% of the primary use, or the business take the appearance of a cosmetic store as a primary use, a Conditional Use Permit may be required. 2. Other goods or services not directly related to the authorizations listed in conditions #1 (a & b) are prohibited.	San Carlos Street 2 northwest of 7th Avenue, Unit F	5/13/2021	5/24/2021	Approved

		a. Goods and services related to the NACIS classification of "Other Personal Care Services" (NAICS 812199) are prohibited.				
21153	Banners	Installation of 10 double-sided banners and all stanchions at Sunset Center for Classic Car Week, August 4, 2021 - August 11, 2021.	Ocean Avenue	5/4/2021	6/11/2021	Approved
21152	Preliminary Site Assessment	Demo/New Construction	Casanova 3 SW of 9th	5/12/2021		In Review
21151	Business License	This business license authorizes the use of a commercial business located in the Central Commercial (CC) Zoning District, offering the following goods and services: a. Primary Use: This use is classified as a Full-Line Restaurant (NAICS 722110): Approval of this permit authorizes the establishment of a full-line restaurant selling a full line of prepared food and drinks for on-site consumption using nondisposable plates, glasses and utensils. This use is permitted as per Use Permit UP 13-2 (Em Lee's). The restaurant is authorized 38 interior seats and 8 exterior seats. b. Ancillary Use: The sale of alcoholic beverages is permitted, but shall be subordinate to the primary use. No more than 20% of the seating is permitted at a bar or in a separate bar room.	Dolores 5 SE of 5th	5/4/2021	5/24/2021	Approved
21150	Variance	Variance application associated with DS 21-082 for an existing non-conforming parking space	11th Avenue 2 northwest of Dolores	5/3/2021		In Review

Total Records: 37

6/24/2021



Building Permit Report

05/01/2021 - 05/31/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210232	5/28/2021	6/4/2021	Residential. Removal of collapsing fence and construction of new fence, 6' high with a 1' trellis on top for a 7' total height and length of 100' in back yard. The fencing materials is to be all wood. Contact: Larry Martin Landscapes (831) 647-1148	0	Exempt Work	Camino Real 5 SE of 9th
210231	5/28/2021	6/15/2021	Residential. Replace existing toilets with HET models and install a clothes washing machine.	5,000	Plumbing	Torres 4 NE of 8th
210230	5/27/2021	5/27/2021	Residential. Install 75k BTU downflow single stage furnace located in closet. In-kind replacement. Contact: Chris Wilson Heating & Plumbing (831) 393-9321	6,943	Building	Camino Real 2 NE of Fraser
210229	5/27/2021		Residential. Replace heater, water heater, lighting, and ceiling drwyall in garage.	7,300	Building	2655 Fraser Way
210228	5/27/2021	5/27/2021	Residential. Tear off (e) capsheet roof. Install (n) 3-ply self-adhesive with miniral surface cap sheet with similar color. Contact: Burkleo Roofing (831) 869-8107	6,935	Roofing	NW Corner of Camino Real & 4th
210227	5/27/2021		Residential. Remodel Kitchen, new cabinets and appliances	95,000	Building	Carpenter 3 SE of 4th
210226	5/24/2021		Commercial. 29.20 kw DC Roof Mounted PV Electrical System	60,000	Electrical	NE Corner of Mission & 5th
210225	5/24/2021	5/24/2021	Residential. Service Change Like for like 100 amps. Contact: Searle Electric (831) 809-0330	1,500	Electrical	NW Corner Dolores and 10th
210224	5/24/2021	5/26/2021	Residential. Retroactive permit to replace water heater. Contact: Masterwork Builders (831) 229-8628	0	Plumbing	Lopez 5 NE of 4th

210223	5/24/2021	5/24/2021	Commercial. Full exterior painting with matching of the existing colors. Utilize boom lift truck and two parking spaces. Contact: All Star Painting Inc (831) 277-7497	0	Exempt Work	Dolores 2 NW of 8th
210222	5/24/2021		Commercial. Foundation underpinning and repairs. Contact: Ausonio Inc (831) 633-3371	356,900	Building	SE Corner Lincoln & 5th
210221	5/21/2021	5/21/2021	Commercial. Interior painting of walls and ceiling. Installation of new flooring. Contact Paul Walchli (831) 601-2230	0	Exempt Work	NW Corner of San Carlos & 6th
210220	5/21/2021	5/21/2021	Residential. Replace (e) gas fireplace with a (n) gas fireplace. Contact: Nathan May Construction (831) 601-6232	15,000	Mechanical	Camino Real 3 NE of Ocean
210219			VOID	0		
210218	5/20/2021	5/20/2021	Commercial. Refinishing the surface of the floors in the basement portion of the building. Contact: Jerry Stepanek (831) 915-2730	0	Exempt Work	NW Corner of Mission & 8th
210217	5/20/2021	5/20/2021	Commercial. Remove shower tile, bath tub, tile underlayment, and shower pan. Remove floor tile. Contact: JD Desai (831) 406-0130	5,200	Demolition	NW Corner San Carlos & 5th
210216	5/19/2021		Residential. Installation of hot tub on gravel base. Construction of 170sf deck 6" above grade, reface of garden walls, installation of new plants, irrigation & low voltage landscape lights, remove concrete driveway and replace with concrete pavers and 8' asphalt to street. Contact: Daniel Quinones (831) 915-6567	40,000	Building	Carpenter 4 SE of 4th
210215	5/19/2021		Residential. PV roof Mounted 7.2kw and 19 modules with Existing 200 amp Main Panel. Contact: Scudder Solar (831) 236-6192	34,875	Electrical	2996 Franciscan way
210214	5/19/2021		Residential. Construction of new 200sf garage. Contact: Masterwork Builders (831) 250-3083	60,000	Building	Camino Real 2 SE of 11th Avenue
210213	5/19/2021		Residential. Demolish existing residence and build new 1600SF 2 story - 3 bed, 3 bath SFR. Contact: Masterwork Builders (831) 250-3083	800,000	Building	Camino Real 2 SE of 11th Avenue

210212	5/18/2021		Residential. Kitchen remodel, replace cabinets, appliances & fixtures. Replace one 5'0" patio door with new 4'0" patio door. Contact: Chris Tescher Construction (831) 915-6941	35,000	Building	Monte Verde 4 SW of 12th
210211	5/18/2021	5/27/2021	Residential. Reorganize master bath, tear out and retile shower in guest and replace tub combo with shower only. Replace fixtures in-kind, no exterior changes. Contact: Malachi Boyce Construction (650) 388-6789	20,000	Building	Torres 2 NW of 9th
210210	5/14/2021	5/17/2021	Residential. Fence repair/ grape stakes 115 LFT/ concrete repair on the left side of the house 200 SQFT. Contact: DVG Home Improvements (831) 601-7020	7,800	Exempt Work	Lincoln 3 NW of 10th
210209	3/12/2021	5/13/2021	Residential. Remodel of an existing 2,775 SF single family resident with 400 SF detached garage. Related mechanical, plumbing, and electrical work. New fixtures, finishes, and equipment. Contact: Groza Construction (831) 240-5939	793,750	Building	NE Corner of Ocean & San Antonio
210208	5/12/2021	6/4/2021	Residential. Resurface front deck and rebuild and resurface back deck. Contact: William Duck (415) 699-0460	12,750	Building	Lincoln 3 SE of 2nd
210207	5/10/2021	5/10/2021	Residential. Remove tiled floor in entry, dining room, kitchen, living room, and bedroom. Install (n) hardwood flooring engineered system. 3/4x7 1/2". Contact: David Petenbrink (831) 512-6739	0	Exempt Work	Monte Verde 5 SW of 13th
210206	5/10/2021		Residential. 685 sf, one story addition and 200sf detached garage addition. Contact: Fischer Construction (831) 277-4952	456,000	Building	Monte Verde 3 SE of 11th
210205	5/10/2021		Commercial. Interior remodel of (e) rooms and lobby. Addition for a 252 sf trash roof and exterior finishes to building A.	1,600,000	Building	NE Corner of San Carlos & 5th
210204	5/7/2021		Commercial. Pool/Spa remodel - Remove and replace (e) spa surface and waterline tile. Install waterline depth and no dive markers. Install channel drain per code. Contact: Adams Pool Solutions (925) 719-6263	12,820	Building	NE Corner San Carlos & 4th
210203	5/10/2021	5/11/2021	Residential. Install new gas pipe for log lighter with kindler valve. Contact: Wilson's Plumbing (831) 375-4591	3,000	Plumbing	2nd 3 SE of Carpenter

210202	5/5/2021	5/5/2021	Commercial. Replace non-compliant drinking fountain with ADA compliant dual drinking fountain. Contact: Cleve Waters (831) 901-7127	3,000	Building	NE Corner Ocean & Lincoln
210201	5/5/2021		Commercial. Minor tenant improvement of commercial space. Contact: Noel McNamee (831) 625-5033	20,000	Building	NW Corner San Carlos & 6th
210200	5/5/2021	5/5/2021	Residential. Move 17'3" open grape stake fencing and gate east 3'. Install 102 sf paver to match driveway set in sand. Extend gravel into removed pad area. Remove 35sf of non-pressure treated planter box along south property line. Reconstruct 35lf of fence to match existing with one 2"x12" horizontal pressure treated board on the bottom. Add new drought tolerant plant material. Remove cut stump Eucalyptus and cut stump Pittosporum. 811# X112301413-00X. Contact: Chris Baiata (831) 574-9837	0	Exempt Work	Lincoln 5 SE of 12th
210199	5/5/2021	5/5/2021	Residential. Demo, remove & haul away (e) brick entry walk (102sf) and (e) concrete pad and arbor (125sf). Contact: Chris Baiata (831) 574-9837	2,625	Demolition	Lincoln 5 SE of 12th
210198	5/5/2021	5/5/2021	Residential. Remove (e) brown comp shingles and replace with (n) Malarkey Vista Brown comp shingles. Contact: Premo Roofing Company (831) 443-3605	30,000	Roofing	San Carlos 4 NW of 3rd
210197	5/4/2021	5/5/2021	Residential. Install a 80% 80,000 BTU 2 stage American Standard Furnace and repipe 11 ducts under house. Contact: Chris Wilson Plumbing (831) 393-9321	14,199	Mechanical	Camino Real 2 NW of Santa Lucia
210196	5/4/2021	6/3/2021	Commercial. Replace four wood railings, paint to match existing. Contact: John Tarantino Building and Property Maintenance (831) 915-9028	15,000	Building	NE Corner of 4th and San Carlos
210195	5/4/2021	5/4/2021	Residential. Replace leaking water heater under house. Install new Bradford-White RG 250L6N. Contact: A&R Plumbing (831) 394-7221	2,000	Plumbing	Guadalupe 4 SE of 3rd
210194	5/4/2021	5/4/2021	Residential. Remove (e) wood shakes and replace with new CertainTeed Presidential TL Aged Back fiberglass shingles.	24,950	Building	NE Corner of Mountain

			House and main garage. Contact: Premo Roofing Co (831) 443-3605			View & Guadalupe
210193	5/4/2021		Residential. Overlay existing capsheet with grey TPO, and with grey edge metal on garage and section of main house. Contact: Burkleo Roofing Inc (831) 869-8107	6,848	Building	NW Corner of Camino Real & 4th
210192	5/4/2021	6/22/2021	Residential. Replace main garage door, relocate washer and dryer from house to garage, proposed utility sink in garage, repair termite damage, proposed hose bibs, remove 30 amp elec. panel in garage, install new 70amp elect. panel in garage. Contact: Rivera & Sons GC (831) 869-6112	8,000	Building	NE Corner of Dolores and 12th
210191	5/4/2021		Commercial. Tenant improvement to an existing vacant restaurant space for a new restaurant tenant. Project provides new interior equipment and finishes within the existing building shell.	224,815	Building	NE Corner San Carlos & 5th

Total Records: 42

6/24/2021



Code Compliance Report

05/01/2021 - 05/31/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21026	Building Violation	Open	NE Corner of Santa Rita and 5th	Construction without permit	5/26/2021	1/1/1900
21025	Building Violation	Open	NWC Ocean and Lincoln	Demolition without permit	5/12/2021	
21024	Skin Care Complaint	Closed	Ocean NE of Dolores	High Pressure Sales	5/6/2021	5/7/2021

Total Records: 3

6/24/2021



Encroachment Permit Report

05/01/2021 - 05/31/2021

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
210129	Temp Ench	5/27/2021	Trench approx 50' to PG&E's electric & gas meter location. PG&E to install gas line. contact: JD's Plumbing (831) 394-3100	4 Oak Knoll Way	5/27/2021	Approved
210128	Temp Ench	5/27/2021	Temporary art installation of fiberglass hearts in downtown Carmel. Contact: Scott Julian (831) 888-6980	Downtown Carmel	6/4/2021	Approved
210127	Temp Ench	5/27/2021	Install scaffolding in public right of way to perform a remove/replace of second story deck. Contact: Hare Construction (831) 655-9507	NE Corner of Ocean & San Carlos	6/8/2021	Approved
210126	Temp Ench	5/24/2021	Painting of commercial building. Utilizing boomlift to reach second story. Sidewalk blockage and parking space reservation for two days. CONDITION: "SIDEWALK CLOSED AHEAD" SIGNS MUST BE PLACED AT THE CORNERS OF THE BLOCKS. Contact: All Star Painting (831) 277-7497	Dolores 2 NW of 8th	5/25/2021	Approved
210125	Temp Ench	5/24/2021	Sewer lateral replacement, install SRV & BWV. Contact: Easy Drains Plumbing (831) 521-6882	Pine Ridge 3 NE of Forest	5/24/2021	Approved
210124	Temp Ench	5/24/2021	Applicant to trench, backfill & install electric substructures. PG&E to replace transformer. PM# 35121922. Contact: PG&E (408) 478-1894	Torres 2 NE of 5th	5/24/2021	Approved
210123	Temp Ench	5/19/2021	Sewer lateral replacement from house to city main. CODITION: ADDITIONAL "ROAD CLOSED AHEAD" SIGN TO BE PLACED AT LINCOLN & 5TH. Contact: Wilson's Plumbing (831) 375-4591	NW Corner of Dolores & 4th	5/20/2021	Approved
210122	Temp Ench	5/18/2021	Two-phase patching project for CalAm job #0769, 160sf total. Contact: Coastal Paving & Excavating	Camino Real Between Ocean & 4th	5/20/2021	Approved

210121	Temp Ench	5/18/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lobos 2 NW of 2nd	5/20/2021	Approved
210120	Temp Ench	5/18/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Monte Verde 3 SW of Ocean	6/2/2021	Approved
210119	Temp Ench	5/18/2021	Replace sewer lateral using pipe bursting. CONDITION: FINAL STREET RESTORATION MUST BE CONCRETE USING SEQUOIA SAND COLOR TO MATCH THE EXISTING CONCRETE STREET. 811# X113703490. Contact: Rooter King (831) 394-5315	Dolores 3 SE of 7th	5/18/2021	Approved
210118	Temp Ench	5/17/2021	Replace sewer lateral using pipe bursting. 811# W113700367. Contact: Rooter King (831) 394-5315	Santa Fe 3 NW of 3rd	5/25/2021	Approved
210117	Temp Ench	5/17/2021	Replace sewer lateral using pipe bursting. 811# W113700363. Contact: Rooter King (831) 394-5315	NW Corner of San Carlos & 13th	5/18/2021	Approved
210116	Temp Ench	5/13/2021	Permit to use a crane to lift the heat pump to residence. Contact: Claudio Ortiz (831) 261-8970	Torres 2 SW of 9th	5/17/2021	Approved
210115	Temp Ench	5/13/2021	Sewer lateral replacement, installation of SRV and BWV. 811# X111803072. Contact: Easy Drains Plumbing (831) 521-6852	NW Corner of Monte Verde & Santa Lucia	5/17/2021	Approved
210114	Temp Ench	5/12/2021	Applicant to trench, backfill & install electric substructures. PG&E will be removing two poles and underground facilities per customer request. PM# 31484528. Contact: PG&E (408) 478-1894	Scenic 3 NW of 8th	5/14/2021	Approved
210113	Temp Ench	5/11/2021	Exterior painting of the building reaching over sidewalk with aerial equipment.	Dolores between 7th and 8th		In Review
210112	Temp Ench	5/10/2021	Advance eight 6" diameter bore holes to depths ranging between 4' and 18' below ground surface. Bore holes will be backfilled with quickset concrete and cuttings and capped with grout. Excess cuttings will be off hauled by Pacific Crest. SPECIAL CONDITIONS: 1. The flagger at Scenic and 8th will need to allow access to residents to enter up to your boring locations. 2. No work is authorized between May 28th and June 1st. 3. Door Hangers, approved by the City, MUST be provided	Scenic Road	5/10/2021	Approved

			to all residents at least 7 days in advance. Contact: Pacific Crest Engineering (831) 722-9446			
210111	Temp Ench	5/10/2021	Trench approx 130' from panel to telephone pole for electrical conduit. Contact: JD's Plumbing (831) 394-3100	Casanova 2 SW of 13th	5/10/2021	Approved
210110	Temp Ench	5/6/2021	Replace sewer lateral using pipe bursting. 811# X112002083. Contact: Rooter King (831) 394-5315	NE Corner of Torres & 4th	5/10/2021	Approved
210109	Temp Ench	5/5/2021	Scaffolding placed in sidewalk for two days to replace damaged fascia boards. Contact: Hare Construction (831) 655-9507	San Carlos 2 NW of 6th	5/5/2021	Approved
210108	Temp Ench	5/5/2021	Trenches to connect new gas line and replace existing sewer lateral. Contact: Jerry Stepanek (831) 915-2730	Guadalupe 4 NE of 3rd	5/10/2021	Approved
210107	Temp Ench	5/4/2021	PG&E to trench and backfill all. PG&E to abandon gas service at main. PM#35240904. Contact: PG&E (408) 478-1894	Monte Verde 3 SE of 11th	5/4/2021	Approved
210106	Temp Ench	5/4/2021	PG&E to trench and backfill all. PG&E to abandon gas service at main. PM #35237761. Contact: PG&E (408) 478-1894	Monte Verde 2 NE of Santa Lucia	5/4/2021	Approved
210105	Temp Ench	5/4/2021	Replacement of sewer lateral using pipe bursting. 811# X112002109. Contact: Rooter King Plumbing (831) 394-5315	Dolores 3 SE of 9th	5/4/2021	Approved

Total Records: 25

6/24/2021



CITY OF CARMEL-BY-THE-SEA

Monthly Report

May 2021

Public Safety

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

AMBULANCE REPORT

Summary of Carmel Fire Ambulance May 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 May 2021 the ambulance was able to meet the performance measure. The response time was 100% with no code-3 calls over 5 minutes.

40 Calls for service in CBTS Average response time: 2:55 min.
26 Code 3 calls for service –No calls over 5:00 min.

MONTEREY FIRE REPORT

Summary of Monterey Fire May 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 May 2021 the fire department was able to meet the performance measure. The response time was 100% with no code-3 calls over 5 minutes.

57 total calls for service in CBTS Average response time: 3:13 min.
42 total Code-3 calls

BEACH FIRES

There were 11 illegal beach fires recorded during the month of May. The City also installed five City supplied (Less Smoke) devices in compliance with the Beach Fire Pilot Program.



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 5/01/2021 to 5/31/2021



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210503-CFA00555	Emergent	5/3/2021	3:38:24 PM	3:41:03 PM	0:02:39	4:26:48 PM	CAMINO REAL ST / 8TH AVE
210504-CFA00558	Emergent	5/4/2021	10:40:25 AM	10:42:36 AM	0:02:11	10:55:28 AM	LINCOLN ST / 5TH AVE
210504-CFA00562	Emergent	5/4/2021	11:47:52 PM	11:52:11 PM	0:04:19	12:09:39 AM	TORRES ST / 3RD AVE
210505-CFA00563	Emergent	5/5/2021	8:09:14 AM	8:12:58 AM	0:03:44	8:21:42 AM	LINCOLN ST / SANTA LUCIA A
210505-CFA00566	Emergent	5/5/2021	8:17:10 PM	8:21:19 PM	0:04:09	9:26:00 PM	11TH AVE / SAN ANTONIO AV
210507-CFA00573	Emergent	5/7/2021	7:13:15 PM	7:16:21 PM	0:03:06	8:10:27 PM	MISSION ST / 6TH AVE
210508-CFA00575	Emergent	5/8/2021	12:25:23 AM	12:29:46 AM	0:04:23	1:00:00 AM	CARMELO ST / 9TH AVE
210509-CFA00585	Emergent	5/9/2021	7:11:52 PM	7:13:49 PM	0:01:57	8:05:38 PM	SANTA LUCIA AVE / SAN CAR
210510-CFA00587	Emergent	5/10/2021	7:23:19 PM	7:27:54 PM	0:04:35	9:00:00 PM	SCENIC RD / 12TH AVE
210512-CFA00592	Emergent	5/12/2021	11:59:11 AM	11:59:55 AM	0:00:44	12:04:00 PM	5TH AVE / DOLORES ST
210514-CFA00606	Emergent	5/14/2021	11:29:42 PM	11:32:48 PM	0:03:06	11:40:00 PM	SANTA FE ST / 3RD AVE
210515-CFA00613	Emergent	5/15/2021	9:56:12 PM	9:59:40 PM	0:03:28	10:46:00 PM	SAN ANTONIO AVE / 13TH AV
210518-CFA00629	Non-Emerger	5/18/2021	4:35:43 PM	4:38:30 PM	0:02:47	4:49:17 PM	4TH AVE / SANTA FE ST
210519-CFA00632	Emergent	5/19/2021	12:01:41 AM	12:04:52 AM	0:03:11	12:31:50 AM	LINCOLN ST / OCEAN AVE
210519-CFA00633	Emergent	5/19/2021	1:53:21 PM	1:55:49 PM	0:02:28	2:46:00 PM	TORRES ST / 8TH AVE
210519-CFA00634	Emergent	5/19/2021	7:29:54 PM	7:31:46 PM	0:01:52	8:19:00 PM	5TH AVE / MISSION ST
210521-CFA00642	Emergent	5/21/2021	6:26:33 PM	6:28:13 PM	0:01:40	6:45:00 PM	LINCOLN AND 7TH
210523-CFA00655	Emergent	5/23/2021	11:09:49 AM	11:12:33 AM	0:02:44	12:15:00 PM	CARMELO ST / 9TH AVE
210523-CFA00658	Emergent	5/23/2021	6:33:12 PM	6:35:40 PM	0:02:28	7:25:00 PM	CAMINO REAL ST / 8TH AVE
210523-CFA00659	Emergent	5/23/2021	8:35:44 PM	8:37:35 PM	0:01:51	9:33:00 PM	MISSION ST / 8TH AVE
210525-CFA00668	Non-Emerger	5/25/2021	1:17:26 PM	1:21:37 PM	0:04:11	1:23:02 PM	2ND AVE / SAN CARLOS ST
210526-CFA00671	Emergent	5/26/2021	9:12:25 AM	9:15:08 AM	0:02:43	9:23:29 AM	25995 RIDGEWOOD RD
210526-CFA00675	Emergent	5/26/2021	6:11:43 PM	6:13:49 PM	0:02:06	7:12:11 PM	CAMINO REAL ST / 7TH AVE
210527-CFA00678	Emergent	5/27/2021	6:50:00 PM	6:53:00 PM	0:03:00	7:35:00 PM	LINCOLN AND 7TH
210528-CFA00684	Emergent	5/28/2021	5:08:00 PM	5:10:00 PM	0:02:00	6:12:00 PM	LINCOLN/ 7TH
210530-CFA00689	Emergent	5/30/2021	9:02:34 AM	9:04:53 AM	0:02:19	10:00:00 AM	DOLORES ST / 5TH AVE

NUMBER OF EMS INCIDENTS 26 AVERAGE RESPONSE 0:02:50

FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210502-CFA00549	Non-Emerger	5/2/2021	9:05:12 AM	9:07:57 AM	0:02:45	9:15:14 AM	6TH AVE / SANTA FE ST
210502-CFA00551	Emergent	5/2/2021	12:23:38 PM	12:25:00 PM	0:01:22	12:28:00 PM	S MOUNTAIN VIEW AVE / JUN
210504-CFA00557	Non-Emerger	5/4/2021	6:21:50 AM	6:25:53 AM	0:04:03	6:41:52 AM	SANTA FE ST / 8TH AVE
210511-CFA00590	Emergent	5/11/2021	8:57:11 PM	9:01:14 PM	0:04:03	9:04:19 PM	GUADALUPE ST / 2ND AVE
210515-CFA00609	Non-Emerger	5/15/2021	8:38:09 AM	8:41:04 AM	0:02:55	8:54:46 AM	4TH AVE / TORRES ST

210516-CFA00615	Emergent	5/16/2021	12:09:10 PM	12:12:43 PM	0:03:33	12:25:00 PM	OCEAN AVE / DOLORES ST
210516-CFA00616	Emergent	5/16/2021	3:45:30 PM	3:47:46 PM	0:02:16	3:48:57 PM	SAN CARLOS ST / 5TH AVE
210516-CFA00617	Emergent	5/16/2021	4:25:12 PM	4:30:00 PM	0:04:48	4:30:39 PM	SAN ANTONIO AVE / SANTA L
210517-CFA00623	Emergent	5/17/2021	9:33:10 PM	9:37:07 PM	0:03:57	10:26:00 PM	CARPENTER ST / 2ND AVE
210518-CFA00624	Emergent	5/18/2021	8:26:32 AM	8:29:00 AM	0:02:28	8:33:00 AM	CASANOVA ST / 4TH AVE
210521-CFA00637	Emergent	5/21/2021	8:15:41 AM	8:18:28 AM	0:02:47	8:40:00 AM	OCEAN AVE / LINCOLN ST
210521-CFA00640	Emergent	5/21/2021	3:37:01 PM	3:37:50 PM	0:00:49	4:32:19 PM	DOLORES ST / 2ND AVE
210524-CFA00662	Emergent	5/24/2021	10:22:26 AM	10:25:47 AM	0:03:21	10:27:27 AM	11TH AVE / CASANOVA ST
210528-CFA00679	Emergent	5/28/2021	12:22:00 AM	12:26:00 AM	0:04:00	12:40:00 AM	LINCOLN/7TH

NUMBER OF FIRE INCIDENTS	14	AVERAGE RESPONSE	0:03:05
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TOTAL CARMEL CITY INCIDENTS	40	TOTAL AVERAGE RESPONSE TIME	0:02:55
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RESPONSES BY DISTRICT

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
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CARMEL HIGHLANDS

INCIDENT							
210502-CFA00552	Emergent	5/2/2021	6:57:19 PM	7:06:40 PM	0:09:21	7:59:43 PM	173 FERN CANYON RD
210510-CFA00586	Emergent	5/10/2021	5:35:45 PM	5:42:52 PM	0:07:07	5:46:16 PM	27953 SAN JOSE CREEK CANY
210512-CFA00591	Emergent	5/12/2021	8:44:57 AM	8:57:12 AM	0:12:15	10:00:00 AM	66 YANKEE POINT DR
210515-CFA00610	Emergent	5/15/2021	9:38:34 AM	9:48:31 AM	0:09:57	10:30:00 AM	27951 HWY 1
210522-CFA00647	Emergent	5/22/2021	11:47:13 AM	11:53:50 AM	0:06:37	12:19:28 PM	HWY 1 / POINT LOBOS STATE
210524-CFA00660	Emergent	5/24/2021	1:25:30 AM	1:36:27 AM	0:10:57	1:39:28 AM	105 HWY 1
Subtotal		6	Average Response Time		0:09:22	Carmel Highlands	

CYPRESS FIRE

INCIDENT							
210501-CFA00548	Emergent	5/1/2021	12:55:46 PM	12:59:23 PM	0:03:37	2:00:00 PM	26364 RIVERSIDE PL
210502-CFA00553	Emergent	5/2/2021	9:43:46 PM	9:47:31 PM	0:03:45	9:52:39 PM	HWY 1 / CARMEL VALLEY RD
210504-CFA00560	Emergent	5/4/2021	3:08:34 PM	3:14:07 PM	0:05:33	3:22:23 PM	3645 RIO RD
210504-CFA00561	Emergent	5/4/2021	4:38:38 PM	4:41:20 PM	0:02:42	5:13:58 PM	3645 RIO RD
210505-CFA00565	Emergent	5/5/2021	1:46:21 PM	1:51:24 PM	0:05:03	2:32:50 PM	2313 BAY VIEW AVE
210506-CFA00567	Emergent	5/6/2021	5:57:55 AM	6:09:01 AM	0:11:06	6:55:00 AM	24695 OUTLOOK DR
210506-CFA00568	Emergent	5/6/2021	8:27:21 AM	8:33:08 AM	0:05:47	8:48:12 AM	3410 MARTIN RD
210506-CFA00569	Emergent	5/6/2021	10:25:12 AM	10:31:24 AM	0:06:12	10:46:14 AM	HWY 1 / RIBERA RD
210506-CFA00570	Emergent	5/6/2021	5:12:13 PM	5:15:00 PM	0:02:47	5:15:18 PM	26245 CARMEL RANCHO BLVE
210507-CFA00571	Emergent	5/7/2021	7:36:03 AM	7:39:31 AM	0:03:28	8:48:30 AM	HWY 1 / HANDLEY DR
210508-CFA00576	Emergent	5/8/2021	6:24:15 AM	6:31:05 AM	0:06:50	7:05:53 AM	26245 CARMEL RANCHO BLVE
210508-CFA00578	Emergent	5/8/2021	5:27:27 PM	5:32:50 PM	0:05:23	6:05:40 PM	26245 CARMEL RANCHO BLVE
210508-CFA00579	Emergent	5/8/2021	9:25:18 PM	9:29:23 PM	0:04:05	9:39:26 PM	HWY 1 / OCEAN AVE
210509-CFA00584	Emergent	5/9/2021	5:02:15 PM	5:09:01 PM	0:06:46	5:16:24 PM	25700 CANADA DR
210511-CFA00588	Emergent	5/11/2021	9:43:44 AM	10:08:00 AM	0:24:16	10:54:03 AM	209 HACIENDA CARMEL

210511-CFA00589	Emergent	5/11/2021	6:06:46 PM	6:12:46 PM	0:06:00	6:58:00 PM	2313 BAY VIEW AVE
210512-CFA00594	Emergent	5/12/2021	2:04:57 PM	2:10:08 PM	0:05:11	2:20:12 PM	26245 CARMEL RANCHO BLVE
210512-CFA00596	Emergent	5/12/2021	11:34:57 PM	11:41:43 PM	0:06:46	12:14:00 AM	26189 SCENIC RD
210513-CFA00597	Emergent	5/13/2021	8:57:54 AM	9:02:08 AM	0:04:14	9:05:17 AM	HWY 1 / CARPENTER ST
210513-CFA00598	Emergent	5/13/2021	11:26:16 AM	11:30:57 AM	0:04:41	11:43:09 AM	3265 CAMINO DEL MONTE
210514-CFA00604	Emergent	5/14/2021	3:52:26 PM	3:57:53 PM	0:05:27	4:31:55 PM	26262 CARMELO ST
210514-CFA00605	Emergent	5/14/2021	8:04:04 PM	8:10:29 PM	0:06:25	9:06:31 PM	111 HACIENDA CARMEL
210515-CFA00607	Emergent	5/15/2021	3:42:14 AM	3:48:49 AM	0:06:35	4:08:32 AM	24739 GUADALUPE ST
210515-CFA00608	Emergent	5/15/2021	4:25:20 AM	4:31:00 AM	0:05:40	4:55:11 AM	26245 CARMEL RANCHO BLVE
210515-CFA00612	Emergent	5/15/2021	8:34:24 PM	8:38:18 PM	0:03:54	9:33:55 PM	3265 CAMINO DEL MONTE
210516-CFA00614	Emergent	5/16/2021	8:31:22 AM	8:37:02 AM	0:05:40	8:39:01 AM	HWY 1 / RIO RD
210517-CFA00620	Emergent	5/17/2021	1:01:09 PM	1:04:00 PM	0:02:51	1:06:56 PM	HWY 1 / S CARMEL HILLS DR
210518-CFA00625	Emergent	5/18/2021	9:02:46 AM	9:07:03 AM	0:04:17	9:51:48 AM	26360 MISSION FIELDS RD
210518-CFA00626	Emergent	5/18/2021	11:19:15 AM	11:23:57 AM	0:04:42	12:15:00 PM	
210518-CFA00627	Emergent	5/18/2021	1:19:58 PM	1:24:09 PM	0:04:11	1:47:05 PM	MONTE VERDE ST / 15TH AVE
210518-CFA00628	Emergent	5/18/2021	2:49:10 PM	2:55:27 PM	0:06:17	3:45:00 PM	3750 GENISTA WAY
210520-CFA00636	Emergent	5/20/2021	5:36:29 PM	5:41:05 PM	0:04:36	6:40:00 PM	24785 VALLEY WAY
210521-CFA00638	Emergent	5/21/2021	12:09:41 PM	12:19:03 PM	0:09:22	1:45:21 PM	24935 OUTLOOK DR
210521-CFA00641	Emergent	5/21/2021	4:34:24 PM	4:36:00 PM	0:01:36	5:33:00 PM	26135 CARMEL RANCHO BLVE
210521-CFA00643	Emergent	5/21/2021	11:43:55 PM	11:50:10 PM	0:06:15	12:15:24 AM	HWY 1 / CARMEL VALLEY RD
210522-CFA00645	Emergent	5/22/2021	10:12:39 AM	10:21:48 AM	0:09:09	10:46:16 AM	172 DEL MESA CARMEL
210523-CFA00657	Emergent	5/23/2021	5:03:37 PM	5:11:47 PM	0:08:10	6:05:00 PM	4110 MARGUERITA WAY
210524-CFA00664	Emergent	5/24/2021	10:13:59 PM	10:22:02 PM	0:08:03	11:30:00 PM	
210526-CFA00673	Emergent Do	5/26/2021	2:45:32 PM	2:54:56 PM	0:09:24	2:58:38 PM	26335 CARMEL RANCHO BLVE
210526-CFA00674	Emergent Do	5/26/2021	3:42:26 PM	3:48:22 PM	0:05:56	3:49:12 PM	CARMEL VALLEY RD / HWY 1
210527-CFA00676	Non-Emerger	5/27/2021	8:34:00 AM	9:05:00 AM	0:31:00	9:45:53 AM	25980 S CARMEL HILLS DR
210528-CFA00683	Emergent	5/28/2021	3:08:00 PM	3:13:00 PM	0:05:00	3:27:00 PM	25700 CANADA DR
210529-CFA00685	Emergent	5/29/2021	1:28:02 AM	1:34:00 AM	0:05:58	2:04:00 AM	26132 CARMEL RANCHO BLVE
210529-CFA00688	Emergent	5/29/2021	1:44:00 PM	1:49:00 PM	0:05:00	3:06:00 PM	3649 VIA MAR MONTE
210530-CFA00691	Emergent	5/30/2021	3:19:18 PM	3:25:30 PM	0:06:12	3:31:45 PM	27720 HWY 1
210530-CFA00692	Emergent	5/30/2021	6:17:39 PM	6:22:00 PM	0:04:21	7:05:00 PM	26135 CARMEL RANCHO BLVE
210531-CFA00693	Emergent Do	5/31/2021	1:59:43 PM	2:05:54 PM	0:06:11	3:03:44 PM	26135 CARMEL RANCHO BLVE
210531-CFA00695	Emergent	5/31/2021	7:12:03 PM	7:18:19 PM	0:06:16	8:16:00 PM	5315 CARMEL VALLEY RD
Subtotal		48	Average Response Time		0:06:31	CYPRESS FIRE	

PACIFIC GROVE

INCIDENT							
210507-CFA00574	Emergent	5/7/2021	9:57:12 PM	10:07:56 PM	0:10:44	11:00:00 PM	1004 PACIFIC GROVE LN
210530-CFA00690	Emergent	5/30/2021	11:11:47 AM	11:23:43 AM	0:11:56	12:15:00 PM	817 WALNUT ST
Subtotal		2	Average Response Time		0:11:20	PACIFIC GROVE	

PEBBLE BEACH

INCIDENT							
210503-CFA00556	Emergent	5/3/2021	11:43:08 PM	11:53:57 PM	0:10:49	11:58:03 PM	1606 SONADO RD
210504-CFA00559	Emergent	5/4/2021	12:01:19 PM	12:12:01 PM	0:10:42	12:58:44 PM	3045 FOREST WAY
210514-CFA00602	Emergent	5/14/2021	5:49:30 AM	5:59:46 AM	0:10:16	7:20:00 AM	1089 SPYGLASS WOODS DR

210514-CFA00603	Emergent	5/14/2021	9:34:22 AM	9:41:50 AM	0:07:28	10:38:01 AM	3881 RONDA RD
210515-CFA00611	Emergent	5/15/2021	6:54:01 PM	7:00:48 PM	0:06:47	7:36:50 PM	SEVENTEEN MILE DR / WHITE
210522-CFA00650	Emergent	5/22/2021	1:14:28 PM	1:39:04 PM	0:24:36	2:46:02 PM	2700 SEVENTEEN MILE DR
210522-CFA00652	Emergent	5/22/2021	10:36:04 PM	10:45:01 PM	0:08:57	11:50:54 PM	1432 OLEADA RD
210523-CFA00653	Emergent	5/23/2021	6:44:29 AM	6:55:58 AM	0:11:29	7:26:26 AM	1122 SAWMILL GULCH RD
210523-CFA00656	Emergent	5/23/2021	12:32:37 PM	12:40:52 PM	0:08:15	1:40:00 PM	1551 SONADO RD
210524-CFA00661	Emergent	5/24/2021	8:39:01 AM	8:46:09 AM	0:07:08	9:40:00 AM	1500 CYPRESS DR
Subtotal		10	Average Response Time		0:10:39	PEBBLE BEACH	

MARINA

INCIDENT							
210524-CFA00663	A Emergent	A 5/24/2021	12:09:51 PM	A 12:26:05 PM	0:16:14	1:20:00 PM	3280 DUNES DR
Subtotal		1	Average Response Time		0:16:14	MARINA	

SEASIDE/SAND CITY

INCIDENT							
210503-CFA00554	Emergent	5/3/2021	8:21:25 AM	8:31:49 AM	0:10:24	9:19:02 AM	1229 HARCOURT AVE
210505-CFA00564	Emergent	5/5/2021	12:18:39 PM	12:26:52 PM	0:08:13	1:12:00 PM	1090 FREMONT BLVD
210509-CFA00582	Non-Emerger	5/9/2021	10:42:45 AM	10:55:49 AM	0:13:04	11:21:06 AM	
210513-CFA00601	Emergent	5/13/2021	5:55:49 PM	6:05:38 PM	0:09:49	7:00:40 PM	
210518-CFA00631	Emergent	5/18/2021	5:16:00 PM	5:27:00 PM	0:11:00	6:18:00 PM	
210520-CFA00635	Emergent	5/20/2021	9:49:00 AM	10:04:00 AM	0:15:00	11:18:00 AM	
210521-CFA00639	Emergent	5/21/2021	2:09:09 PM	2:21:57 PM	0:12:48	3:36:56 PM	
Subtotal		7	Average Response Time		0:11:28	SEASIDE/SAND CITY	

MONTEREY

INCIDENT							
210501-CFA00546	Emergent	5/1/2021	10:05:15 AM	10:09:07 AM	0:03:52	11:11:03 AM	HWY 1 / MUNRAS AV NB OFF
210502-CFA00550	Emergent	5/2/2021	9:44:07 AM	9:51:29 AM	0:07:22	10:31:12 AM	200 GLENWOOD CIR
210507-CFA00572	Emergent	5/7/2021	6:34:06 PM	6:40:29 PM	0:06:23	6:49:16 PM	
210508-CFA00580	Emergent	5/8/2021	11:11:22 PM	11:20:19 PM	0:08:57	11:53:35 PM	2042 N FREMONT ST
210522-CFA00644	Emergent	5/22/2021	6:38:42 AM	6:47:44 AM	0:09:02	7:16:00 AM	1110 CASS ST
210525-CFA00667	Emergent	5/25/2021	11:42:10 AM	11:49:25 AM	0:07:15	12:30:00 PM	200 GLENWOOD CIR
210525-CFA00665	Non-Emerger	5/25/2021	10:29:40 AM	10:40:51 AM	0:11:11	11:19:39 AM	531 WATSON ST
210525-CFA00670	Non-Emerger	5/25/2021	7:37:59 PM	7:46:51 PM	0:08:52	9:09:31 PM	
210528-CFA00680	Emergent	5/28/2021	11:06:00 AM	11:21:00 AM	0:15:00	12:13:20 PM	205 EDINBURGH AVE
210528-CFA00682	Emergent	5/28/2021	1:18:00 PM	1:25:00 PM	0:07:00	2:00:00 PM	451 DELA VINA
210529-CFA00687	Emergent Do	5/29/2021	10:57:00 AM	11:05:00 AM	0:08:00	12:05:00 PM	25 ELK RUN
210526-CFA00672	Emergent	5/26/2021	9:58:37 AM	10:09:11 AM	0:10:34	11:19:00 AM	519 DICKMAN AVE
Subtotal		12	Average Response Time		0:08:37	MONTEREY	

TOTAL All CALLS		126	TOTAL AVERAGE RESPONSE TIME		0:06:25		
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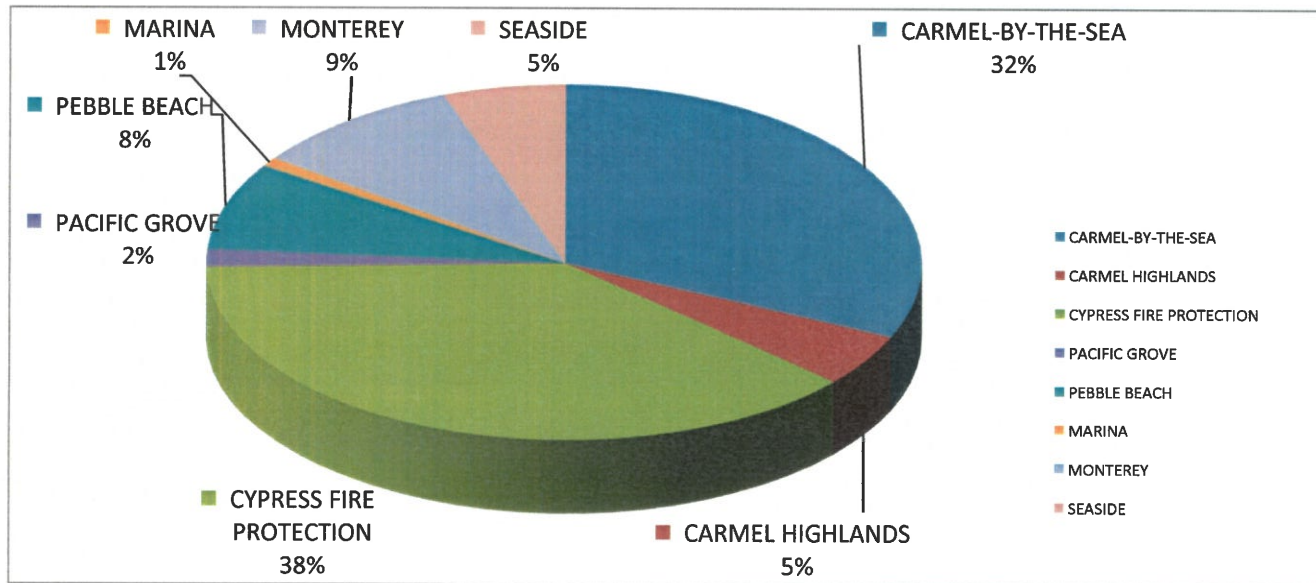
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
MAY 2021

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	40	0:02:55
CARMEL HIGHLANDS	6	0:09:22
CYPRESS FIRE PROTECTION	48	0:06:31
PACIFIC GROVE	2	0:11:20
PEBBLE BEACH	10	0:10:39
MARINA	1	0:16:14
MONTEREY	12	0:08:37
SEASIDE	7	0:11:28
Total Responses	126	0:06:25

Percent of code 3 medical responses < 5min

100.00%





RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 5/1/2021 To: 5/31/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	5/3/2021 3:37 PM	210503-MNT02626	0:02:53	CAMINO REAL ST	8TH AVE	3
Medical assist, assist EMS crew	5/5/2021 8:16 PM	210505-MNT02670	0:04:23	11TH AVE	SAN ANTONIO AVE	3
Medical assist, assist EMS crew	5/17/2021 9:32 PM	210517-MNT02979	0:04:22	CARPENTER ST	2ND AVE	3
Medical assist, assist EMS crew	5/23/2021 11:09 AM	210523-MNT03114	0:03:03	CARMELO ST	9TH AVE	3
Medical assist, assist EMS crew	5/28/2021 12:22 AM	210528-MNT03216	0:04:15	LINCOLN ST	7TH AVE	2
EMS call, excluding vehicle accident with injury	5/4/2021 10:39 AM	210504-MNT02637	0:03:27	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	5/7/2021 7:12 PM	210507-MNT02726	0:01:31	MISSION ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	5/7/2021 10:17 PM	210507-MNT02735	0:03:32	LINCOLN ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	5/8/2021 12:24 AM	210508-MNT02739	0:03:43	CARMELO ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	5/9/2021 11:12 AM	210509-MNT02772	0:02:56	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/9/2021 7:09 PM	210509-MNT02784	0:02:35	SANTA LUCIA AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	5/10/2021 7:22 PM	210510-MNT02806	0:04:47	SCENIC RD	12TH AVE	3
EMS call, excluding vehicle accident with injury	5/14/2021 10:18 AM	210514-MNT02888	0:02:09	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/15/2021 8:39 PM	210515-MNT02933	0:00:06	CAMINO REAL ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/15/2021 9:55 PM	210515-MNT02935	0:03:47	SAN ANTONIO AVE	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/19/2021 12:01 AM	210519-MNT03009	0:03:30	LINCOLN ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/19/2021 1:52 PM	210519-MNT03020	0:02:31	TORRES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	5/19/2021 7:29 PM	210519-MNT03024	0:01:44	5TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	5/21/2021 3:34 PM	210521-MNT03065	0:04:33	DOLORES ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	5/21/2021 4:50 PM	210521-MNT03067	0:01:10	MISSION ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	5/23/2021 6:32 PM	210523-MNT03120	0:02:15	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	5/23/2021 8:34 PM	210523-MNT03122	0:01:59	MISSION ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	5/24/2021 1:02 PM	210524-MNT03136	0:04:33	CASANOVA ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/26/2021 6:11 PM	210526-MNT03185	0:02:50	CAMINO REAL ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/27/2021 6:50 PM	210527-MNT03212	0:02:48	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/28/2021 5:08 PM	210528-MNT03231	0:02:51	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/30/2021 9:00 AM	210530-MNT03267	0:02:27	DOLORES ST	5TH AVE	3
27			0:02:59			
400 Series (Hazardous Material)						
Electrical wiring/equipment problem, other	5/24/2021 8:54 AM	210524-MNT03126	0:04:29	11TH AVE	CAMINO REAL	3
Power line down	5/18/2021 8:25 AM	210518-MNT02986	0:03:30	CASANOVA ST	4TH AVE	3
Power line down	5/18/2021 3:12 PM	210518-MNT02994	0:02:54	DOLORES ST	2ND AVE	3
Arcing, shorted electrical equipment	5/11/2021 8:56 PM	210511-MNT02828	0:04:27	GUADALUPE ST	2ND AVE	2
Accident, potential accident, other	5/25/2021 1:16 PM	210525-MNT03156	0:04:13	2ND AVE	SAN CARLOS ST	2
5			0:03:55			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
500 & 600 Series (Service Calls)						
Service Call, other	5/6/2021 9:31 AM	210506-MNT02681	0:04:29	MONTE VERDE ST	4TH AVE	2
Service Call, other	5/12/2021 4:23 PM	210512-MNT02847	0:01:20	SANTA FE ST	8TH AVE	2
Water problem, other	5/4/2021 12:19 PM	210504-MNT02639	0:03:39	SAN CARLOS ST	7TH AVE	2
Water problem, other	5/16/2021 4:25 PM	210516-MNT02953	0:05:26	SAN ANTONIO AVE	SANTA LUCIA AVE	2
Water or steam leak	5/4/2021 6:20 AM	210504-MNT02634	0:03:56	SANTA FE ST	8TH AVE	2
Public service assistance, other	5/4/2021 6:57 PM	210504-MNT02647	0:04:25	12TH AVE	JUNIPERO AVE	2
Public service assistance, other	5/18/2021 4:35 PM	210518-MNT02999	0:03:01	4TH AVE	SANTA FE ST	2
Assist police or other governmental agency	5/22/2021 7:30 PM	210522-MNT03102	0:03:46	OCEAN AVE	LINCOLN ST	2
Public service	5/9/2021 8:17 AM	210509-MNT02765	0:02:28	8TH AVE	MISSION ST	2
Public service	5/15/2021 7:23 PM	210515-MNT02926	0:03:52	LINCOLN ST	5TH AVE	2
Assist invalid	5/2/2021 9:04 AM	210502-MNT02599	0:02:42	6TH AVE	SANTA FE ST	2
Assist invalid	5/5/2021 8:08 AM	210505-MNT02654	0:03:48	LINCOLN ST	SANTA LUCIA AVE	3
Assist invalid	5/12/2021 11:58 AM	210512-MNT02837	0:00:42	5TH AVE	DOLORES ST	3
Assist invalid	5/15/2021 8:37 AM	210515-MNT02909	0:03:26	4TH AVE	TORRES ST	2
Assist invalid	5/30/2021 11:37 AM	210530-MNT03273	0:03:34	CARPENTER ST	5TH AVE	3
Dispatched & canceled en route	5/4/2021 11:47 PM	210504-MNT02649	0:04:27	TORRES ST	3RD AVE	3
No incident found on arrival at dispatch address	5/2/2021 12:22 PM	210502-MNT02602	0:01:36	S MOUNTAIN VIEW AVE	JUNIPERO AVE	3
No incident found on arrival at dispatch address	5/14/2021 11:28 PM	210514-MNT02904	0:03:58	SANTA FE ST	3RD AVE	3
No incident found on arrival at dispatch address	5/21/2021 6:25 PM	210521-MNT03070	0:02:10	LINCOLN ST	7TH AVE	3
No incident found on arrival at dispatch address	5/31/2021 8:44 PM	210531-MNT03302	0:03:02	TORRES ST	5TH AVE	3
20			0:03:17			
700 Series (False Alarms)						
Smoke detector activation due to malfunction	5/16/2021 12:08 PM	210516-MNT02947	0:04:37	OCEAN AVE	DOLORES ST	3
Heat detector activation due to malfunction	5/16/2021 3:44 PM	210516-MNT02952	0:02:40	SAN CARLOS ST	5TH AVE	3
Heat detector activation due to malfunction	5/21/2021 8:14 AM	210521-MNT03057	0:03:32	OCEAN AVE	LINCOLN ST	3
Smoke detector activation, no fire - unintentional	5/24/2021 10:21 AM	210524-MNT03128	0:03:15	11TH AVE	CASANOVA ST	3
Alarm system activation, no fire - unintentional	5/25/2021 6:11 PM	210525-MNT03164	0:03:18	SAN CARLOS ST	10TH AVE	3
5			0:03:28			

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

Code 2 Calls	15
Code 3 Calls	42
Total # of Incidents	57
% Under 5 Minute Response Time	100.0%



CARMEL-BY-THE-SEA MAY 2021

Response Summary Report by Incident Type

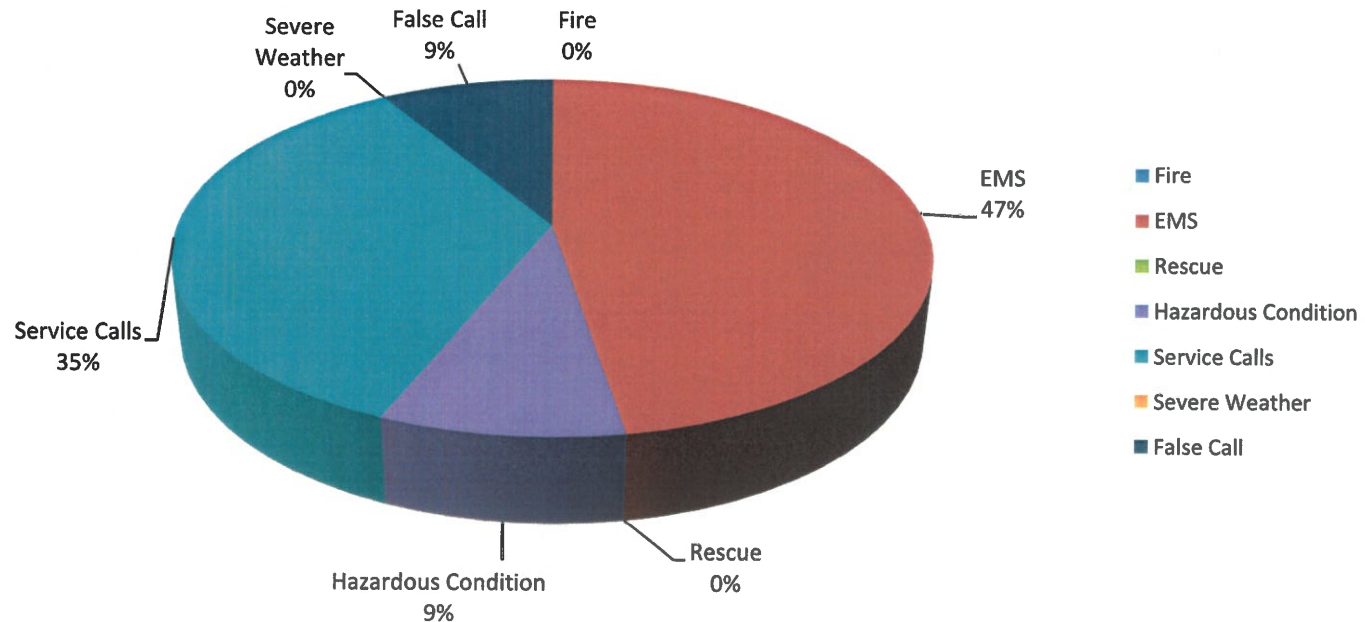


Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	27	2:59
Rescue	0	0:00
Hazardous Condition	5	3:55
Service Calls	20	3:17
Severe Weather	0	0:00
False Call	5	3:28

Total Responses

57

3:13



Total Code 3 Calls:

42

Response Times for Code 3

Calls ≤ 5 minutes:

100.0%

43



CITY OF CARMEL-BY-THE-SEA

Monthly Report

May 2021

City Clerk's Office

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
SUBMITTED ON:	June 17, 2021
APPROVED BY:	Chip Rerig, City Administrator

In the month of May, the City handled 17 requests for public records.

	This Month	Calendar YTD
City Clerk's Office	6	35
Police Department	11	67
TOTAL REQUESTS/RESPONSES	17	102

May 2021 PRA

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2021-030	5/18/2021	5/28/2021	Can I please request the documented meeting minutes for the meetings on the following dates: June 8, 2006, October 3, 2006, November 7, 2006, December 2, 2008, September 17, 2009	Valerie Vogel, Esperanza Carmel	5/19/2021	
2021-031	5/19/2021	6/1/2021	Appeal Form(s) associated with the highlighted portions of the June and October meeting minutes so that we can see the date of the determination and be able to request associated staff reports/meeting minutes. (for the June 6, 2006, and October 3, 2006 meetings), ...Is there a way that we can access a video of the meeting that took place so that we can hear the comments made by each individual who spoke? (for the November 7, 2006 meeting)	Valerie Vogel, Esperanza Carmel	6/7/2021	
2021-032	5/24/2021	6/3/2021	copies of Ordinance 2004-01 and 2004-02 referenced in Chapter 17, Trees and Shrubs, of the Municipal Code	Alexis (Lexi) Briggs, ERM	5/24/2021	
2021-033	5/21/2021	6/1/2021	unredacted oaths of office and bonds for every public servant within the employ of the City of Carmel	Theresa Buccola		letter sent 6/11; records available
2021-034	5/21/2021	6/1/2021	unredacted oaths of office and bonds for every public servant within the employ of the City of Carmel	Bernadette Alvarado		letter sent 6/11; records available
2021-035	5/25/2021	6/4/2021	I have a question regarding your oath to office that I hope you could clarify: On the top, it reads:OATH OF OFFICE OR PUBLIC OFFICERS AND EMPLOYEES (State Constitution, Art XX, Sec. 3 as amended) Please specify as to which amendment this is citing and send a link so that I may read it. Please forward an org chart for the public servants of Carmel City Hall, as well as the Carmel Police Department.	Theresa Buccola	6/4/2021	

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed	
2020-0001	5/2/2021 MJR			5/2/2021 MJR	Austin Yu	510-284-9641	CG2100201	Completed	MJR-mailed	
2020-0002	5/4/21 DA			5/5/21 DA	Louise Jean Hagio	Attachment 4	01-0373	completed	mailed by DA	
2020-0003	5/5/21 CN	5/15/2021		5/8	David Durham	408-646-2673	CC2100231	completed	redacted report mailed by DA	*needs before court hearing on 5/13 and can pick up if allowed
2020-0004	5/7/21 DA	5/17/2021		5/8/21 DA	Lexis Neis		CA2100188	Completed	DA mailed	
2020-0005	5/11 MJR			5/11/MJR	Alexei Isaev	916-996-0191	CA2100214	Completed	Released MJR	
2020-0006	05/18 mw	5/28/2021		5/18/2021	Lexis Neis	678-924-4900	CA2100160	Completed	mailed by MW	
2020-0007	5/20/21 CN	5/30/2021			Nathan Chapman	831-236-9144	CG2100229		case filed w/DA, not available yet	
2020-0008	5/24 mjr			5/24/2021 MJR	Gina Encerti	209-646-4729	CA2100235	Completed	Released MJR	
2020-0009	5/24 MJR	6/4/2021		27-May	Sean Riley	650-678-9796	CG2100239	Completed	mailed by DA	
2020-0010	5/26/2021	6/6/2021		26-May	Anthony Lombardo, Esq	831-751-2330	CG2100233	Denied	denial letter mailed by 4A1	
2020-0011	5/26/2021	6/6/2021		5/27/2021	Alexander Breznikar	831-917-6432	CA2000281	Completed	mailed by DA	



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – May 2021

TO: Honorable Mayor and City Council Members

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

SUBMITTED ON: June 4, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Meeting of May 4, 2021

- Mayor Potter read a proclamation recognizing National Public Works Week, May 16-22.
- The third draft of the Capital Improvement Program (CIP) was included with the draft operating budget for Fiscal Year (FY) 2021/22. Funding for projects competed with pension liability, increased staffing and services, and other City Council priorities.
- Approved a list of asphalt streets to be re-surfaced this fall using SB1 and other external funds.

Planning Commission Meeting of May 12, 2021

- The Planning Commission approved a 5-year extension for the Mission Trail Nature Preserve's (MTNP) Coastal Development Permit (CDP).

Forest and Beach Commission Meeting of May 13, 2021

- Carmel Cares presented their "Median Minders" community engagement program.
- PG&E presented information regarding tree pruning and power line clearances.
- The Library & Community Activities Director introduced a plaza concept, between Devendorf Park and the Children's Library, across Sixth Avenue, for initial interest and feedback.

Special City Council Meeting of May 18, 2021

- The recommended FY 2021/22 Budget included 18 capital projects valued at \$2.3M and eight (8) special projects/initiatives funded within the applicable department's operating budget.

Climate Action Committee Meeting of May 20, 2021

- Carmel High School Environmental Club presented their environmentally-focused initiatives.
- Mr. LePage presented Monterey County Health Department's guidelines on grey water.
- Greenhouse Gas inventory concerns between LandWatch and AMBAG were reviewed.

Public Works Administration

- Maintenance Worker Rene Aldama and wife Emely gave birth to a baby boy named Rene.
- Attended the May 12 Council Strategic Plan update retreat.
- Started an initiative to clean up recurring invoices submitted for payment, by requiring description of work done or materials purchased, rejecting unwarranted late fees, catching invoices submitted more than once, statements with balance due vs. invoices, etc.
- Attended Carmel Lagoon Project stakeholder meeting hosted by Monterey County.

- Continued to hold weekly meetings with Carmel Cares to coordinate improvements to the Scenic Pathway, Devendorf Park, Forest Theater, median islands, and other initiatives.

Environmental Programs

- The California Coastal Conservancy notified us that our \$45k grant application for wildfire fuel reduction for the MTNP would be recommended for Board approval.
- The City successfully passed CalRecycle's annual regulatory audit, and noted an impressive 75% residential waste diversion rate.
- The last metal ribbon-style trash/recycling container was installed downtown.
- A 2% increase is proposed for FY 2021/22 for GreenWaste Recovery's rates.
- Technical reports are in progress for a 5-year extension for the North Dunes Habitat Restoration Project's CDP.
- The Carmel-by-the-Sea Garden Club removed invasive weeds in the North Dunes.
- Provided biennial stormwater best management practices training to the Community Planning & Building, Police, and Public Works departments.

Facility Maintenance

- For the Sunset Center Emergency Fire Pump Replacement Project, Cosco Fire Protection received plan approval by the Monterey Fire Marshall, removed the old pump, and installed the new pump and equipment. Next, Gerecke Electrical wired up the system with modern fire panels, and Central Coast Systems hooked up the monitoring alarm system. By the end of the month, the system was tested and commissioned, with minor punch list items remaining.
- Supported the City Hall Re-opening initiative by obtaining measurements and coordinating installation of the plexiglass panels with a contractor and Human Resources.
- Surpassed the \$10,000 revenue milestone from the City's nine (9) electric vehicle chargers.
- ADA-compliant toilet partitions were installed in both men's and women's restroom at Devendorf Park.
- Coordinated warranty repairs for Sunset Center Boiler with the contractor and Sunset Center.
- Repaired two doors at the Norton Court parking garage.

Street Maintenance

- Approved and monitored CAWD's consultant for drilling geotechnical borings for a near-future, sewer pipe-bursting project along Scenic Road, from Ocean Avenue past Martin Way.
- Placed five (5) fire pits out on the beach, between Tenth and Twelfth Avenues.
- The Carmel Area Wastewater District (CAWD)'s vactor truck cleaned out the trash/water separator units and a number of catch basins in preparation for dry weather diversion.
- Implemented the springtime dry weather diversion change out.
- Removed 14 more piles of fire fuels and invasive materials from the MTNP.

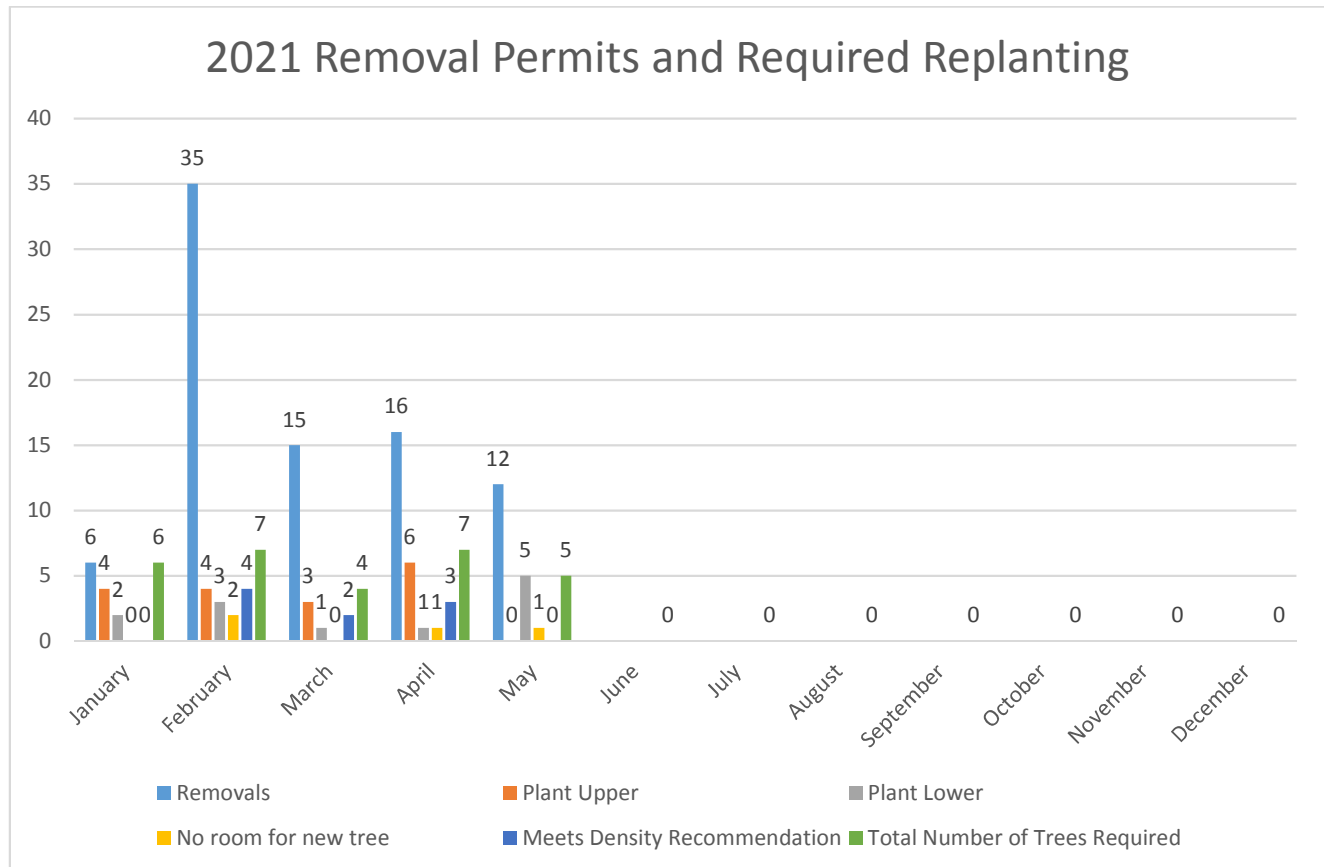
Forestry, Parks and Beach (Forester's Report)

- Carmel Cares generously donated two (2) new chainsaws as well as an Alaskan sawmill, capable of cutting tree logs into benches, planter boxes, etc.
- Carmel Cares volunteers removed an enormous amount of ice plant that grew down the stone-faced walls along the beach.

Public Works Department Report – May 2021

- Carmel Cares continues to work on the Scenic Pathway, Devendorf Park, and the Forest Theater.
- Carmel Resident's Association held a Beach Cleanup Day on May 15th.
- Contracted out for the grinding and removal of dozens of tree stumps.
- A significant branch fell from the oak in Devendorf Park onto Ocean Avenue.
- There was one Stop Work Order issued at Monte Verde Street and Second Avenue.
- The engraver beetle damage to the pines has slowed.
- Purchased an appropriate storage locker for pesticides.

Private and Development Activities



2021 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No Room for New Trees	Meets Density Recommendation	Total Number of Trees Required
January	6	4	2	0	0	6
February	35	4	3	2	4	7
March	15	3	1	0	2	4
April	16	6	1	1	3	7

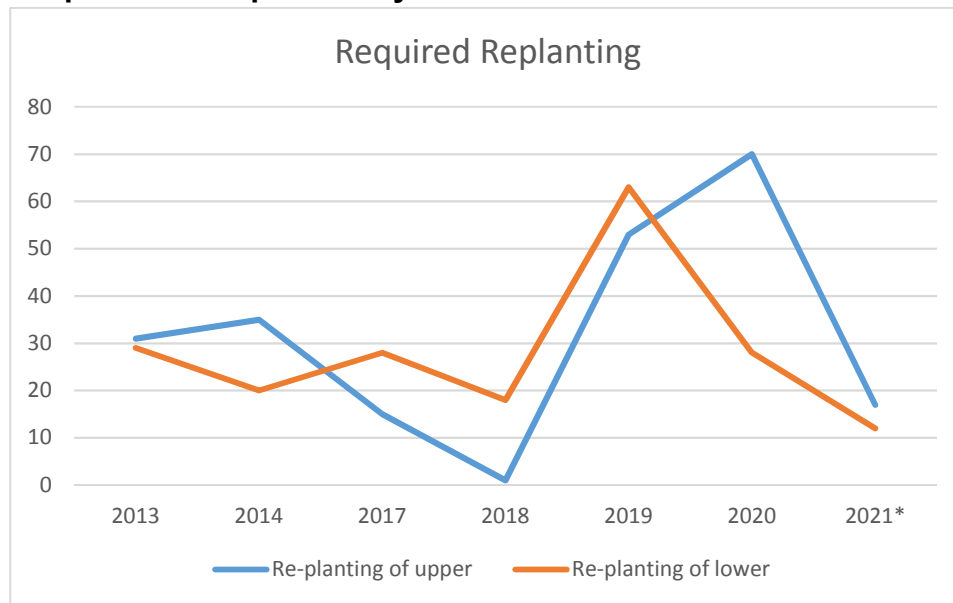
Public Works Department Report – May 2021

Attachment 5

May	12	0	5	1	0	5
June						0
July						0
August						0
September						0
October						0
November						0
December						0
2021 Totals	84	17	12	4	9	29

Historic Permitted Removals and Required Planting

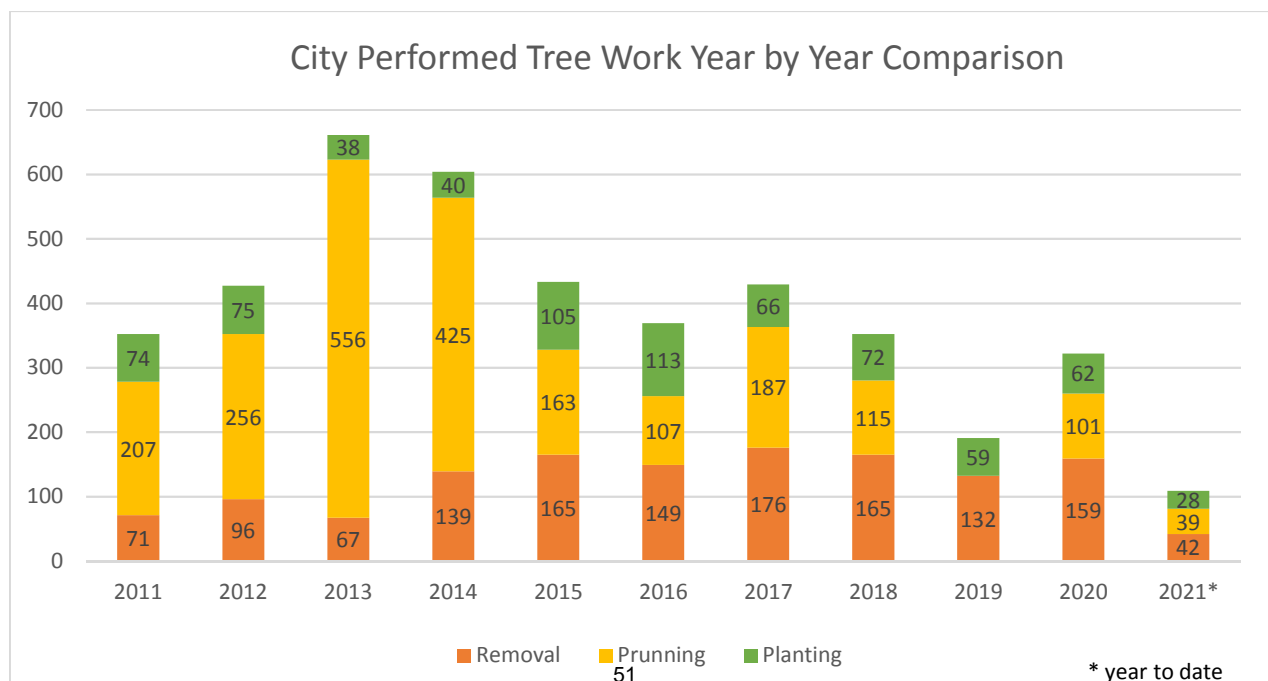
	Removal Permits	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%
2018	77	37	60	20	1	18	20.62%
2019	170	107	63	116	53	63	68.24%
2020	175	57	41	120	67	26	122.45%
2021	51	25	59	29	17	12	34.52%



City Forestry, Parks, and Beach Activities

City Tasks May 2021

Work Type	Count
Failure - limb	2
Inspection	38
Planting	5
Removals	4
Stump removal	1





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

July 6, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for May 2021.

BACKGROUND/SUMMARY:

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

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

FISCAL IMPACT:

The check register summary for May 2021 totals \$1,423,502.

PRIOR CITY COUNCIL ACTION:

Council ratified the April 2021 check register at its June 1 regular meeting.

ATTACHMENTS:

May 2021 check register

May 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
47012	Visit Carmel	CRID Jan-Mar 2021 remittance	05/21/2021	28,352.70
Total for Department: 000 Marketing & Economic Dvlpmnt				28,352.70
Department: 110 City Council				
46923	Peninsula Messenger LLC	Mail sorting and delivery	05/07/2021	6,478.00
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	46.20
47026	Coastal TPA, Inc	Dental and vision reimbursement claims	05/27/2021	441.00
Total for Department: 110 City Council				6,965.20
Department: 111 City Administration				
46889	Alhambra	Water service-City Hall	05/07/2021	83.48
46890	Amazon Web Services Inc	Monthly data storage and cloud service fees	05/07/2021	1,185.37
46893	AT&T	Telephone service citywide	05/07/2021	3,493.07
46898	Carmel Pine Cone	Legal noticing	05/07/2021	450.00
46901	Coastal TPA, Inc	Dental and vision reimbursement claims	05/07/2021	1,417.40
46903	Corbin Willits System	MOM Software support	05/07/2021	720.79
46906	Digital Deployment	Maintenance and security updates for website	05/07/2021	700.00
46907	FedEx	Shipping fees	05/07/2021	12.70
46910	I.A.M.P	On site event audio and interface for city meeting	05/07/2021	3,000.00
46911	Iron Mountain	Records management and storage fees	05/07/2021	183.39
46921	Office Depot, Inc.	Office supplies	05/07/2021	366.70
46928	Same Day Shred	Shredding service	05/07/2021	97.50
46933	T-Mobile	Usage: voice, messaging, data	05/07/2021	1,476.02
46935	US Bank	Supplies for re-opening preparation, IT services	05/07/2021	493.10
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	103.95
46946	Comcast Business	NonCGEN internet and recurring charges	05/14/2021	644.82
46957	Sloan Sakai Yeong & Wong	HR consulting services	05/14/2021	667.00
46958	Sprint	Usage: voice, messaging, data	05/14/2021	327.47
46961	US Bank	HR workshop & membership, NY Times subscription	05/14/2021	381.33
46962	Zoom Imaging Solutions, Inc.	Admin copier usage fees	05/14/2021	222.31
46995	Carmel Pine Cone	Legal noticing	05/21/2021	360.00
47004	Prism Public Risk Innovation	Employee assistance program fee	05/21/2021	9.20
47005	Purchase Power	Postage meter ink	05/21/2021	352.86
47006	Rachael Leticia Grewell	Notary signing fee for C Rerig	05/21/2021	35.00
47007	Sloan Sakai Yeong & Wong	HR consulting services	05/21/2021	1,219.00
47009	Toshiba Financial Service	Copier contract Admin ESTUDIO 5506ACT	05/21/2021	373.06

47010	US Bank	IT hardware, IT & HR subscriptions	05/21/2021	3,133.32
47013	Wageworks, Inc	Healthcare monthly Admin and Compliance fee	05/21/2021	160.00
47019	Alhambra	Water service-City Hall	05/27/2021	97.81
47026	Coastal TPA, Inc	Dental and vision reimbursement claims	05/27/2021	231.20
47027	Comcast	Business cable services-City Hall	05/27/2021	73.16
47029	Corbin Willits System	MOM Software support	05/27/2021	720.79

Total for Department: 111 City Administration	22,791.80
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Department: 112 City Attorney

46959	Telecom Law Firm PC	Legal services: wireless ordinance	05/14/2021	5,572.00
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Total for Department: 112 City Attorney	5,572.00
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Department: 115 Community Planning & Building

46904	CSG Consultants, Inc.	Building plan review services	05/07/2021	26,255.83
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	401.62
47014	Carmel Towing & Garage	Fuel: CPB vehicle	05/21/2021	90.32
47015	De Lage Landen Financial	Front copier lease	05/21/2021	212.22
47026	Coastal TPA, Inc	Dental and vision reimbursement claims	05/27/2021	517.60
47030	CSG Consultants, Inc.	Building plan review services	05/27/2021	3,762.19

Total for Department: 115 Community Planning & Bu	31,239.78
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Department: 116 Police

46889	Alhambra	Bottle Water Service for PD	05/07/2021	172.35
46892	American Messaging	Messaging services	05/07/2021	2.50
46896	Caltronics/J.J.R Enterprises. Inc	Copy machine usage fee per contract	05/07/2021	153.65
46901	Coastal TPA, Inc	Dental and vision reimbursement claims	05/07/2021	125.00
46902	Comcast	Cable TV/High Speed Internet for PD	05/07/2021	62.76
46905	De Lage Landen Financial	Police Dept Copier Lease	05/07/2021	161.69
46913	Jacob Clifford	Reimbursement: gas for out of town training	05/07/2021	20.00
46922	Pacific Gas & Electric	Video cameras citywide	05/07/2021	177.08
46931	T2 Systems Canada Inc.	Digital Iris Services	05/07/2021	125.00
46936	Verizon Wireless	Air Cards for PD Vehicles	05/07/2021	247.05
46943	Carmel Towing & Garage	Police Dept - Fuel	05/14/2021	3,137.81
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	231.00
46949	Drawing Board Printing	3000 Envelopes	05/14/2021	250.11
46950	Enviro-Master of Northern California	PD Covid office spraying-SaniGard	05/14/2021	204.00
46952	Melissa Webster	Reimbursement: Parking for training travel	05/14/2021	40.69
46960	Transunion Risk & Alterna	Investigative searches	05/14/2021	156.00
46993	American Messaging	Messaging services	05/21/2021	2.50
46997	Comcast	Cable TV/High Speed Internet for PD	05/21/2021	67.52
46999	De Lage Landen Financial	Police Dept Copier Lease	05/21/2021	161.69

47001	Monterey County Animal Services	Animal control services Q3 FY20-21	05/21/2021	320.00
47003	Office Depot, Inc.	Office supplies	05/21/2021	197.85
47011	Verizon Wireless	Air Cards for PD Vehicles	05/21/2021	380.24
47022	Caltronics/J.J.R Enterprises. Inc	Copy machine usage fee per contract	05/27/2021	142.05
47027	Comcast	Cable TV/High Speed Internet for PD	05/27/2021	234.69
47043	Seaside Chrysler, Dodge, Jeep	Repairs to PD 2018 Dodge Charger	05/27/2021	1,529.96
47046	US Bank	Training expenses, fuel, carwash	05/27/2021	594.69

Total for Department: 116 Police	8,897.88
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Department: 117 Fire

46894	Bauer Compressors	Annual maintenance on Fire Dept compressor	05/07/2021	978.00
46900	City Of Monterey	FY 20/21 Fire Contract Monthly Charges	05/07/2021	217,409.76
46909	Hi Tech EVS, Inc.	Annual equip maintenance	05/07/2021	1,154.26
46918	Mission Linen Service	Linen maintenance	05/07/2021	227.17
46940	American Supply Company	Cleaning supplies	05/14/2021	320.27
46943	Carmel Towing & Garage	Fuel purchases for fire vehicles	05/14/2021	442.78
46953	Mission Linen Service	Linen maintenance	05/14/2021	106.57
46992	Alhambra	Water service: Fire Dept	05/21/2021	128.49
46996	City Of Monterey	Fire Truck repairs: Parts and Labor	05/21/2021	13,437.03
47000	Mission Linen Service	Linen maintenance	05/21/2021	227.17
47002	Monterey Tire Service Inc	Tires and repairs Ford F-450 Fire vehicle	05/21/2021	2,986.86
47025	City Of Monterey	FY 20/21 Fire Contract Monthly Charges	05/27/2021	217,409.76

Total for Department: 117 Fire	454,828.12
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Department: 118 Ambulance

46895	Bound Tree Medical LLC	Medical supplies	05/07/2021	289.85
46900	City Of Monterey	Ambulance administration	05/07/2021	1,672.41
46917	Medics For Life, Inc .	PALS Renewal M. Routh	05/07/2021	200.00
46919	Monterey Auto Supply Inc/Napa Auto Parts	Auto parts - ambulance	05/07/2021	525.72
46924	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	05/07/2021	31.19
46936	Verizon Wireless	Cell Phone Service for Ambulance	05/07/2021	380.14
46938	Wittman Enterprises, LLC	FY 20/21 Ambulance Billing Services	05/07/2021	12,930.37
46941	Bound Tree Medical LLC	Medical supplies	05/14/2021	291.06
46942	Caltronics/J.J.R Enterprises. Inc	Copy machine usage fee per contract	05/14/2021	11.70
46943	Carmel Towing & Garage	Fuel: Ambulance vehicles	05/14/2021	760.61
46944	City Of Monterey	City of Monterey OT Coverage for Ambulance Depart	05/14/2021	4,985.55
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	519.75
46947	De Lage Landen Financial	Ambulance-Copier lease	05/14/2021	71.01
46956	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	05/14/2021	90.30
46994	Bound Tree Medical LLC	Medical supplies	05/21/2021	3,123.01
46998	Cypress Coast Ford/Lincoln	Ambulance repairs	05/21/2021	365.15
47020	Bound Tree Medical LLC	Medical supplies	05/27/2021	119.31

47025	City Of Monterey	Ambulance administration	05/27/2021	1,672.41
47047	Verizon Wireless	Air Cards for Ambulance	05/27/2021	14.04
Total for Department: 118 Ambulance				28,053.58

Department: 119 Public Works

46888	Ailing House Pest Control	Pest control services	05/07/2021	574.00
46891	American Lock & Key	Duplicate keys	05/07/2021	72.65
46899	Cintas Corporation	Uniforms for PW crew	05/07/2021	115.17
46901	Coastal TPA, Inc	Dental and vision reimbursement claims	05/07/2021	894.16
46908	Greenwaste Recovery Inc	Vista Lobos yellow foodwaste bin	05/07/2021	109.61
46912	Iverson Tree Service	Tree work citywide	05/07/2021	7,450.00
46915	Kelly-Moore Paint Company Inc	Paint supplies	05/07/2021	71.82
46919	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle supplies	05/07/2021	27.18
46925	Poe's Plumbing & Backflow	Clear stoppage at Forest Hill Park restroom	05/07/2021	185.00
46926	Professional Plastics	Plexiglass barriers for city reopening	05/07/2021	3,763.32
46930	Sentry Alarm Systems	Burglar alarm monitoring	05/07/2021	231.00
46934	Uline Inc.	Supplies	05/07/2021	1,283.37
46935	US Bank	ADA drinking fountain for Picadilly Park, supplies	05/07/2021	3,591.39
46939	Zee Medical Service Co.	Medical supplies	05/07/2021	109.26
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	458.25
46951	FasTrak	Toll bridge charges	05/14/2021	62.00
46972	Airtec Inc	Heater repair - Police Dept locker room	05/20/2021	436.59
46973	Alhambra	Water service Public Works	05/20/2021	173.36
46974	Applied Marine Sciences	Watershed sampling services	05/20/2021	8,718.64
46975	Carmel Towing & Garage	April 2021 fuel	05/20/2021	2,101.90
46976	Cintas Corporation	Uniforms for PW crew	05/20/2021	320.33
46977	De Lage Landen Financial	Copier lease and usage	05/20/2021	205.39
46978	Edges Electrical Group	Electrical supplies	05/20/2021	298.26
46979	Ferguson Enterprises, Inc.	Supplies	05/20/2021	288.64
46981	Granite Rock Company	Supplies	05/20/2021	668.67
46982	Greenwaste Recovery Inc	3 dumpsters for 3 beach locations thru 6/30/21	05/20/2021	2,082.74
46983	Hayward Lumber	Lumber supplies	05/20/2021	114.79
46984	National Stock Sign Company	4 cases of No Parking Signs	05/20/2021	928.63
46985	PSTS, Inc.	Maint. pump the oil-water separator	05/20/2021	645.00
46986	Pureserve Building Service	Janitorial Services	05/20/2021	15,695.75
46987	Robert Harary	Reimbursement: Professional Engineers license	05/20/2021	180.00
46988	TankAndBarrel	Rain harvesting storage tank for rain garden project	05/20/2021	687.70
46989	Town and Country Gardening	Mowing Martin Meadow at MTNP	05/20/2021	800.00
46990	Tree Stuff Lockbox No 639707	Rigging equipment	05/20/2021	58.15
46991	Uline Inc.	Pesticide cabinet	05/20/2021	1,089.15
47010	US Bank	Plexiglass dividers for offices COVID reopening	05/21/2021	1,996.61
47017	Ailing House Pest Control	Pest control services	05/27/2021	414.00
47018	Airtec Inc	Replaced heating valve at City Hall	05/27/2021	626.87
47023	Carmel Area Wastewater District	Water service FY 2020-21	05/27/2021	5,514.36

47024	Cintas Corporation	Uniforms for PW crew	05/27/2021	279.77
47026	Coastal TPA, Inc	Dental and vision reimbursement claims	05/27/2021	516.93
47028	Conte's Generator Service	PW yard fuel pump fuse	05/27/2021	1,480.82
47031	Drought Resistant Nursery	Plants	05/27/2021	165.90
47032	Ewing Irrigation and Landscape Supply	Vista Lobos irrigation repair supplies	05/27/2021	115.73
47033	GCS Environmental Equipment Services	Curtain set for sweeper	05/27/2021	763.89
47034	JNM Automation	Norton Court proximity reader board replacement	05/27/2021	1,291.25
47035	MJ Murphy Lumber and Hardware	Return ordered too much	05/27/2021	157.30
47036	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle supplies	05/27/2021	25.09
47037	Monterey Regional Waste Management District	Annual contract management services	05/27/2021	7,485.00
47038	Poe's Plumbing & Backflow	Forest Hill restroom - clear roots in line	05/27/2021	485.00
47039	Regency Construction Co Inc.	Construction services-City Hall reopening	05/27/2021	2,232.52
47040	Ross Recreation Equipment, Inc.	Slide exit section on slide at Forest Hill Park	05/27/2021	446.91
47041	Scarborough Lumber & Building	Supplies	05/27/2021	429.82
47044	Security Shoring & Steel Plates Inc	Non-skid plate beach parking lot	05/27/2021	732.00
47045	Tope's Tree Service Inc.	Tree work citywide	05/27/2021	4,330.00
47046	US Bank	Appliance repair, supplies, safety gear	05/27/2021	5,703.19

Total for Department: 119 Public Works	89,684.83
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Department: 120 Library

46901	Coastal TPA, Inc	Dental and vision reimbursement claims	05/07/2021	225.00
46945	Coastal TPA, Inc	Dental and vision reimbursement claims	05/14/2021	80.85
46955	Pacific Grove Self Storage	Storage unit for city art	05/14/2021	279.00
47026	Coastal TPA, Inc	Dental and vision reimbursement claims	05/27/2021	1,275.00

Total for Department: 120 Library	1,859.85
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Department: 121 Community Activities

46935	US Bank	Community promotion supplies	05/07/2021	132.05
47046	US Bank	Mother's Day & Memorial Day posters and supplies	05/27/2021	932.85

Total for Department: 121 Community Activities	1,064.90
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Department: 130 Non-Departmental

46897	Carl Warren & Company	Professional services fee	05/07/2021	9.20
46922	Pacific Gas & Electric	Gas & electric service citywide	05/07/2021	17.61
46954	Pacific Gas & Electric	Gas & electric service citywide	05/14/2021	10,635.14
47021	Cal-Am Water Company	Water service citywide	05/27/2021	9,438.82

Total for Department: 130 Non-Departmental	20,100.77
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Department: 311 Capital Projects

46929	Schaaf & Wheeler Civil Engineers	Storm Drain Master Plan	05/07/2021	5,887.50
47042	Schaaf & Wheeler Civil Engineers	Storm Drain Master Plan	05/27/2021	1,680.00
Total for Department: 311 Capital Projects				7,567.50

Department: 411 Debt Service

46920	MUFG Union Bank, N.A.	2012 Taxable Pension Obligation Bonds payment	05/07/2021	668,843.66
Total for Department: 411 Debt Service				668,843.66

Department: 513 Veh & Equip Replacement

46932	The Brown Company	Sunset Center fire pump	05/07/2021	42,679.37
46980	Gerecke Electrical LLC	Sunset Center fire pump electrical work	05/20/2021	5,000.00
Total for Department: 513 Veh & Equip Replacement				47,679.37
Grand Total				1,423,501.94

May Contract Payments:

Vendor	Contract Amt	Paid through May	Contract Balance	
Pen Messenger	\$ 58,000.00	\$ 40,959.00	\$ 17,041.00	
Pureserve	\$ 198,349.00	\$ 172,653.25	\$ 25,695.75	
City of Monterey	\$2,493,245.00	\$ 2,391,507.36	\$ 101,737.64	Fire admin services
Tope's Tree Svc	\$ 25,000.00	\$ 25,161.00	\$ (161.00)	
Telecom Law Firm PC	\$ 20,000.00	\$ 13,191.00	\$ 6,809.00	
Iverson Tree Svc.	\$ 75,000.00	\$ 10,931.25	\$ 64,068.75	
Schaaf & Wheeler	\$ 174,910.00	\$ 168,910.96	\$ 5,999.04	



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

July 6, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Agnes Martelet, Manager, Environmental Compliance

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: 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 FY 2021/22

RECOMMENDATION:

Authorize the City Administrator to send a letter (Attachment #2) 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 2021/22.

BACKGROUND/SUMMARY:

For over 15 years, the Monterey County Environmental Health Bureau has successfully partnered with the City and other local municipalities to implement a countywide Used Oil and Filter Recycling Program. This program is funded by an Oil Payment Program (OPP) grant from the California Department of Resources Recycling and Recovery (CalRecycle). Monterey County Environmental Health Bureau has served as the administrator of the OPP on behalf of all cities and the unincorporated area of the County, resulting in the leveraging of resources and consistency in outreach efforts.

In Fiscal Year (FY) 2019/20, the County collected 194,103 gallons of oil and 46,170 oil filters for proper disposal. Over the past FY, the County ran over 800 ads through various media outlets, including radio, newspaper and online, organized 9 used oil filter collection events, and hosted 5 outreach events. Additional program highlights are included in the County's letter to the City (Attachment #1).

FISCAL IMPACT:

The program is funded by a CalRecycle grant and thus does not impact the City's budget.

PRIOR CITY COUNCIL ACTION:

Council authorized sending a letter on July 7, 2020 to continue the program in FY 2020/21.

ATTACHMENTS:

Attachment 1: Monterey County Letter and annual report for Used Oil Payment Program
Attachment 2: Draft letter to Monterey County from the City Administrator



COUNTY OF MONTEREY HEALTH DEPARTMENT

Attachment 1

Elsa Mendoza Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

May 25, 2021

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

Dear Mr. Rerig:

Each year the Monterey County Environmental Health Bureau (EHB) requests a letter of authorization from the City Administrator or designee authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Oil Payment Program Cycle 12 (OPP12) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by June 28, 2021** to ensure timely submittal to CalRecycle.

For over 15 years, the EHB has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2019-2020 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights of program activities:

- Hosted 9 used oil filter collection events around the County,
- Ran over 830 ads in English and Spanish through various media outlets including radio, newspaper and online, and
- Through our contracted vendor Save Our Shores, hosted 5 outreach events held at local harbors targeting boaters.

Continuing to pool funds allows both the Cities and County to continue to achieve greater efficiencies by maximizing resources, allowing consistency in outreach efforts and preventing duplication of labor. I look forward to continue working with your city in providing used oil and filter recycling services to our community.

Please contact Recycling Services at (831) 755-4579 should you need further information regarding this program.

Sincerely,

Ric Encarnacion, REHS, MPH
Acting Bureau Chief, Environmental Health Bureau



Annual Report Summary

Attachment 1

Recipient/Jurisdiction: Monterey County

Status: Open

Fiscal Year: 2019-20

Program Advisor: Batavia, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	88,430	5,000
PHHW and ABOPS	23,545	8,132
Agricultural Collection	50,864	22,600
Residential Collection	28,983	9,938
Marinas	2,281	500
Oil Collection Total:	194,103	46,170

Expenditures

PAYMENT NUMBER : OPP10-19-0251

	AVAILABLE BALANCE	138,266.00
Administration	Indirect / Overhead Cost	2,757.06
	Personnel	2,624.97
Collection	Curbside (allow resident	2,601.50
	Permanent HouseHold Haza	11,294.50
Education	Newspaper Ads	2,600.00
	Other	443.20
	Radio Ads	5,113.42
Materials/Construction	Oil Absorbent Rags/Socks	2,892.98
	REMAINING BALANCE	107,938.37

PAYMENT NUMBER : OPP9-18-0251

	AVAILABLE BALANCE	89,309.85
Administration	Indirect / Overhead Cost	8,119.08
	Personnel	4,087.23
Collection	Curbside (allow resident	8,235.75
	Permanent HouseHold Haza	33,900.25
Education	Newspaper Ads	5,800.00
	Other	4,249.74
	Radio Ads	10,141.58
Materials/Construction	Oil Absorbent Rags/Socks	5,768.12
	Oil Containers	2,589.64
	Other	6,418.46
	REMAINING BALANCE	0.00

Program Highlights

Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?

The Monterey County Used Oil and Filter Recycling Program continued to educate on the importance of recycling used oil and filters. During the 2019 calendar year Monterey County Environmental Health (MCEH) increased Filter Exchange Events, placed print and radio advertisements, purchased oil containers and lids for the curbside program, conducted site visits to local Certified Collection Centers (CCC's) and continued to cover the cost of used oil and filter hauling for garbage and recycling haulers, agricultural and marine centers. The program also continues to cover the cost of maintenance and repairs of oil tanks at various oil collection sites.

o Incorporated 9 Used Oil Filter Collection events in (3) of the south county cities community clean up events as well as tabled at various Certified Collection Centers around the County:

- o Salinas- March 23, 2020, AutoZone Auto Parts, 1541 N. Sanborn Road
- o King City - April 13, 2019, O'Reilly Auto Parts, 743 Broadway Street
- o Soledad – May 18, 2019, Auto Zone, 2092 H De La Rosa Street
- o Greenfield- May 25, 2019, AutoZone Auto Parts, 722 Walnut Avenue
- o Salinas – June 8, 2019, Napa Auto Parts, 11 W Bernal Drive
- o Marina – August 17, 2019, Auto Zone, 262 Reservation Road
- o Soledad – September 28, 2019, O'Reilly Auto Parts, 2233 H Dela Rosa Sr Street
- o Gonzales – October 12, 2019, Napa Auto Parts, 724 Alta Street
- o Greenfield – November 11, 2019, AutoZone Auto Parts, 722 Walnut Avenue

o Community clean up events allow customers to drop off clothing, reusable items, large bulky items and hazardous household waste. Residents that take advantage of the cleanup events look forward to the filter exchange events and are always appreciative of the opportunity to be able to receive a brand-new filter when recycling their used one (up to 2 per customer).

o Paid for 16 advertisements in local newspapers such as King City Rustler, Soledad Bee, Gonzales Tribune, Greenfield News.

o Paid for 815 radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC. Participated in community events such as: AG Expo, Gabilan Resource Fair, Chualar Community Meeting, Dia Del Trabajador, Hazardous Waste Conference, Gonzales Community Clean Up, Soledad Reuse, Recycle & Clean Up Day and Greenfield Reuse, Recycle & Clean Up Day.

Information about the program is also posted on the Monterey County Health Department website. In 2020, MCEH staff plans to establish an additional social media platform (Instagram) as a way to educate residents about proper oil and filter disposal.

o Conducted 29 Certified Collection Center site visits

MCEH continued partnership with Save Our Shore to perform outreach to boaters at local marinas. Save Our Shores provides clean and green boating information and supply kits to boaters in Monterey County. A total of 5 dock walker events held by Save Our Shores in 2019.

Did you increase or decrease used oil and filter collection compared to last year? How much and why?

Overall, Monterey County used oil and filter collection data shows an increase in used oil collection and a decrease in filter collection compared to 2018. The decrease could be the cause of the following:

- Filter data for Auto Zone collection centers show a huge decrease compared to 2018. Monterey County staff will be in touch with Auto Zone to seek input on why they had such a large decrease in filter collection.
- O' Reilly collection centers continue to not report filter collection for their stores.

The total gallons of used oil collected in 2019: 194,103 gallons. This was a 4.39% increase in used oil collection compared to prior year.

The total number of used oil filters collected in 2019: 46,170 filters. This was a -25.43% decrease in used oil filters compared to prior year. The decrease is mainly attributed to the Auto Zone stores total filters collected from do-it-yourselfers.

Oil Collection at CCC's increased by 4.40% and filters decreased by -74.68% compared to 2018. MCEH staff called and emailed centers directly to obtain oil and filters collected by do-it-yourselfers; report also includes data provided from CalRecycle.

Collection at PHHW/ABOP's increased by 2.83% for used oil and 2.51% in filter collection. The increase of both oil and filters collected might be attributed to increased advertising and tabling at events of HHW facilities by those facilities. Information on HHW is also listed on the facilities websites as well as Monterey County's

Collection at Agricultural Used Collection centers increased by 9.92% for used oil and 0.44% for filters. Collection at Sturdy Oil continued to increase. We have noticed that the majority of oil is collected at the Sturdy Oil location. Sturdy Oil is in the Salinas Valley and is in the center of agricultural community.

Used oil collection for the Curbside program decreased slightly by -2.40% and by -9.51% for filter collection. The reduction in both categories is surprising since a large amount of the advertisements that were ran focused on the curbside program. A new supply of oil containers were purchased in 2019 for the program and we are making sure that a filter bag is placed on the container to ensure the resident and quick and convenient access for recycling their used oil filter. The goal for next year is to increase the use of our social media platforms in sharing information on this topic. Staff used the data provided by Cal Recycle, manifest provided by Bayside Oil, our used oil hauler and contacted the haulers directly to obtain this data.

Marine

Used oil collection at marine centers took a dip in both categories by -4% in used oil and -33.33% used oil filters compared to 2018. MCEB continues to utilize Save Our Shores (SOS) who provides education to boaters.

7/12/2019 Breakwater Cove
 7/12/2019 Monterey Municipal Marina
 8/17/2019 Lake Nacimiento
 9/7/2019 Monterey Municipal Marina
 10/26/2019 Breakwater Cove

Non-certified Centers:

No oil or filter data was collected from or reported by in 2019.

Were there any program changes from this year to last year?

MCEH increased filter exchange events in 2019 as part of our outreach and education. MCEH staff tabled at community clean up events as well as certified collections centers around the County. In 2019, the total number of filter exchange events held were 9. Filter exchange events seem to be greatly received and is a great way to increase awareness of the program, answer questions and provide residents with rags, funnels, or other necessities for the DIYers.

If you dropped a program or method, why do you think it didn't work?

King City agricultural collection center closed in 2019. This closure was mainly due to limited staffing.

What program or method has worked best for you?

Continuing to target events where a good percentage of attendees are bilingual and do-it-yourselfers seems to be the best opportunity for educating on proper recycling.

Did you develop any best practices or techniques to share with other grantees?

Not at this time.

What can CalRecycle do to help you? Or what would you like to see modified to better assist you?

An idea would be to create a networking group of jurisdictions to get together to share success stories and new ideas for education.

Annual Report Certification

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

DocuSigned by:

X 

8/11/2020 | 12:38 PM PDT

C7A30BA59CA8423

Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)
Elsa Jimenez

Date

Print Name

IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

July 6, 2021

Mr. Ric Encarnacion, REHS, MPH
Acting Bureau Chief, Environmental Health Bureau,
County of Monterey
1270 Natividad Road
Salinas, CA 93906

Subject: Authorization Letter for the Used Oil Payment Program Cycle 12, FY 2021/22

As the City Administrator of the City of Carmel-by-the-Sea, I am authorized to contractually bind the City of Carmel-by-the-Sea. Pursuant to this authority, I hereby authorize the County of Monterey to submit a regional application and act as Lead Agency for the Used Oil Payment Program Cycle 12 for Fiscal Year 2021/22 on behalf of the City of Carmel-by-the-Sea.

The County of Monterey is hereby authorized to execute all documents necessary to implement the grant under the Used Oil Payment Program Cycle 12 (OPP 12).

For any questions, please contact Agnes Martelet, Environmental Compliance Manager, at 831-620-2078.

Sincerely,

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



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

July 6, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-034 approving the Grant of Funds from the California State Coastal Conservancy for the Mission Trail Nature Preserve Fire Fuel Abatement Project and approving a Budget Amendment of \$45,000 to the Fiscal Year 2021-2022 Adopted Budget

RECOMMENDATION:

Adopt Resolution 2021-034 approving the Grant of Funds from the California State Coastal Conservancy for the Mission Trail Nature Preserve Fire Fuel Abatement Project and approving a Budget Amendment of \$45,000 to the Fiscal Year 2021-2022 Adopted Budget.

BACKGROUND/SUMMARY:

In April 2021, the City submitted an application to the State Coastal Conservancy for funding under the Forest Health and Wildfire Resilience Grant Program. The purpose of the Program is to develop and implement projects that improve forest health and reduce the risk of catastrophic fire in areas where people are living near open spaces. The City requested \$45,000 to support fire fuel reduction efforts at the Mission Trail Nature Preserve.

On June 7, 2021, the Board of the State Coastal Conservancy authorized funding totaling over \$10.8 million for 33 projects throughout the coast of California, including \$45,000 for the Mission Trail Nature Preserve Fire Fuel Abatement Project. The grant funds will be utilized to supplement funds from the City and the Friends of Mission Trail Nature Preserve to conduct invasive species and fire fuel management actions, particularly along the western edge of the Preserve where it abuts residential properties along Ridgewood Road, and on the eastern side of the Preserve, near Flander's Mansion. Project and grant management will be provided by Public Works. Staff anticipates working closely with the Friends of Mission Trail Nature Preserve, PG&E, the Fire Department, and our consulting biologist, Nikki Nedeff, to ensure successful fire fuel abatement that will minimize impacts to sensitive habitats and species in the Preserve.

In order to disburse any grant funds, the State Coastal Conservancy requires that the City Council adopt a resolution designating a position that is authorized to negotiate and execute the Grant Agreement and amendments on behalf of the City (Attachment 1).

FISCAL IMPACT:

The City Council has allocated \$10,000 to the Mission Trail Nature Preserve Restoration in the Environmental Division Contract Services fund of the Public Works Department (Account no. 101-119-43-42001) in Fiscal Year 2021-22. This grant will add \$45,000 to this budget in Fiscal Year 2021/22, which brings the budget total to \$55,000.

PRIOR CITY COUNCIL ACTION:

In May 2021, the Planning Commission approved a 5-year extension to the Coastal Development Permit (CDP) for the Mission Trail Nature Preserve Restoration Project. The CDP includes weed and fire fuel abatement as an authorized activity.

ATTACHMENTS:

Attachment #1 - Resolution 2021-034 Wildfire Resilience Grant

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

RESOLUTION NO. 2021-034

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE GRANT OF FUNDS FROM THE CALIFORNIA STATE COASTAL
CONSERVANCY FOR THE MISSION TRAIL NATURE PRESERVE FIRE FUEL ABATEMENT
PROJECT AND APPROVING A BUDGET AMENDMENT OF \$45,000 TO THE FISCAL YEAR
2021-2022 ADOPTED BUDGET**

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding; and

WHEREAS, at its June 7, 2021 meeting, the Conservancy adopted a resolution authorizing a grant to the City of Carmel-by-the-Sea ("grantee") for the Mission Trail Nature Preserve Fire Fuel Abatement Project ("the project"). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy June 7, 2021 staff recommendation, a copy of which is on file with the grantee and with the Conservancy; and

WHEREAS, the Conservancy requires that the governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by Conservancy Grant Agreement no. 20-105.

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

1. Approve the award of a \$45,000 grant from the Conservancy to the City for the project.
2. Recognize unanticipated revenue and authorize a budget amendment of \$45,000 to the Fiscal Year 2021-2022 Adopted Budget as shown in Exhibit A.
3. Acknowledge that it has or will have sufficient funds to complete the project, and, if any property is acquired as part of the project, to operate and maintain the property, and, if any facilities are constructed as a part of the project, to operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.
4. Agree to be bound by all terms and conditions of the Grant Agreement and any other agreement or instrument as may be required by the Conservancy, and as may be necessary to fulfill the terms of the Grant Agreement and to complete the project.

5. Authorize the person holding the following position with the grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project, and to comply with the Conservancy's grant requirements, including, without limitation, the Grant Agreement: Chip Rerig, City Administrator.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 6th day of July, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

EXHIBIT A

General Ledger Account	Account Description	Purpose	FY 21-22 Adopted Budget	Adjustment Amount	FY 21-22 Amended Budget
101-000-00-35011	General Fund Revenue Grants	To recognize Coastal Conservancy grant	\$5,000	\$45,000	\$50,000
101-119-40-42001	General Fund Expenditures Public Works Environmental Compliance Division Contract Services	To increase contract service budget for MTNP fuel abatement activities	\$124,765	\$45,000	\$169,765



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

July 6, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-035 authorizing the City Administrator to execute Amendment No. 3 to the agreement with Peninsula Messenger Service for mail delivery for a not to exceed increase of \$122,000 for the term of July 1, 2021 to December 31, 2022

RECOMMENDATION:

Adopt Resolution 2021-035 authorizing the City Administrator to execute Amendment No. 3 to the agreement with Peninsula Messenger Service for mail delivery for a not to exceed increase of \$122,000 for the term of July 1, 2021 to December 31, 2022

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea does not have house numbers. Nor does the community support the use of group or clustered mailboxes. Therefore, the use of post office boxes is an alternative to the United States Postal Service delivering mail directly to residential homes. The City contracts with a courier service, Peninsula Messenger Service, and pays for residential home mail delivery services for residents upon request.

On March 3, 2020, Council directed staff to modify the mail service program to incorporate the use of eligibility criteria. Specifically, residents whom are able to document that they are physically unable to obtain their mail directly from the post office are eligible to participate in the mail delivery program at no cost to the resident. However, as the program changes coincided with the emergence of the Coronavirus and shelter in place protocols issued by the County of Monterey and the State of California, Council provided direction to defer the implementation of the new program until 60 days after the lifting of the shelter in place restrictions. (On June 1, 2021, Council adopted Resolution 2021-027 and confirmed August 15, 2021 as the effective date for the modified program.)

On January 5, 2021, Council authorized the City Administrator to execute Amendment No. 2 to the agreement with Peninsula Messenger Service to extend the term of the contract through June 30, 2021. The purpose of this agenda item is to (1) extend the term of the agreement through December 31, 2021 and (2) increase the not to exceed amount of the agreement by \$120,000. In addition, the second amendment also establishes a sliding fee scale for service based upon the number of post office boxes enrolled within the program.

Currently Peninsula Messenger Service charges \$41 a month for each post office box holder. As the vendor has set fixed costs of operating, such as employees, vans, insurance, and post office box fees, a certain volume of accounts is required to provide this service. The number of post office box accounts from the period from January 2020 to May 2021 ranged from a low of 146 to a high of 187 with an average of 167 accounts. However, it is unknown how many of these accounts will be deemed eligible to receive the service at the City's expense and/or how many accounts will pay to receive continued service. Peninsula Messenger Service has proposed a minimum of 25 accounts and the following fees as shown in Table 1, Proposed Fee Schedule.

Table 1: Proposed Fee Schedule

Number of Customers/Accounts	Monthly Fee
1-40	\$168
41-50	\$131
51-65	\$98
66-78	\$84
79-98	\$59
99-113	\$48
114 or more	\$45

FISCAL IMPACT:

The not to exceed contract authorization for the agreement and the subsequent two amendments totals \$200,200 and covers the term of January 1, 2019 to June 30, 2021. The City has spent \$189,054 from January 2019 to June 2021. The third amendment is for the term of July 1, 2021 to December 31, 2022 for a not to exceed amount of \$122,000. The not to exceed amount includes up to \$81,000 for July 1, 2021 to June 30, 2022 and up to \$41,000 for July 1, 2022 to December 31, 2022. Upon approval of the third amendment, the total amount of the agreement is \$324,200 for the term of January 1, 2019 to December 31, 2022.

The Fiscal Year 2021-2022 Adopted Budget includes \$81,000 for this service. The budget assumed 150 accounts per month, based on the historical average number of total enrolled post office box accounts, with a potential fee increase to \$45 month per account. This equates to \$6,750 a month. The percentage of accounts that will be determined to be eligible based on the program criteria is unknown at this time.

Depending on the number of mail service requests that the City approves and pays for, it is possible that the City will pay significantly more per account. However, if the overall volume decreases, it is possible to achieve savings, even with the higher monthly fee, as illustrated in the attached Table 2, Fee Scenarios. Staff will monitor service levels and rates and return to Council with an update, including seeking direction as needed regarding any additional program modifications.

PRIOR CITY COUNCIL ACTION:

1. On January 8, 2019, the City Council adopted Resolution 2019-003 to approve an agreement with Peninsula Messenger Service for mail delivery for the term of January 1, 2019 to December 31, 2019 for a not to exceed amount of \$70,200 on ("Agreement").
2. On January 7, 2020, the City Council adopted Resolution 2020-005 pertaining to the first amendment to

the Agreement to (1) extend the term through December 31, 2021, (2) approve a rate increase from \$39 to \$41 per post office box and (3) increase the not to exceed amount by \$72,000.

3. On January 5, 2021, the City Council authorized the second amendment to the Agreement by adopting Resolution 2021-003, which extended the term through June 30, 2021 and increased the contract amount by an additional \$58,000.

ATTACHMENTS:

Attachment #1- Table 2- Fee Scenarios

Attachment #2 - Resolution 2021-035 Peninsula Messenger Service Third Amendment

Attachment #3- Third Amendment

Table 2: Fee Scenarios

Percent Eligible	Number of Accounts	Monthly Fee	Month Cost	Number of Accounts	Monthly Fee	Monthly Cost	Number of Accounts	Monthly Fee	Monthly Cost
	145			167			187		
10%	15	\$ 168	\$ 2,436	17	\$ 168	\$ 2,806	19	\$ 168	\$ 3,142
15%	22	\$ 168	\$ 3,654	25	\$ 168	\$ 4,208	28	\$ 168	\$ 4,712
25%	36	\$ 84	\$ 3,045	42	\$ 131	\$ 5,469	47	\$ 131	\$ 6,124
50%	73	\$ 84	\$ 6,090	84	\$ 59	\$ 4,927	94	\$ 59	\$ 5,517
75%	109	\$ 48	\$ 5,220	125	\$ 45	\$ 5,636	140	\$ 45	\$ 6,311
90%	131	\$ 45	\$ 5,873	150	\$ 45	\$ 6,764	168	\$ 45	\$ 7,574
*10% does not meet minimum threshold of 25 customers									

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

Attachment 2

RESOLUTION NO. 2021-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 3 TO THE MAIL DELIVERY AGREEMENT WITH PENINSULA MESSENGER SERVICE FOR A TOTAL NOT TO EXCEED FEE INCREASE OF \$122,000 FOR THE TERM OF JULY 1, 2021 TO DECEMBER 31, 2022

WHEREAS, the United States Postal Service (USPS) typically delivers residential mail to homes in areas in which house numbers have been assigned, and, in areas in which no house numbers have been assigned, the USPS will deliver residential mail to a centralized location; and

WHEREAS, as the City of Carmel-by-the-Sea does not have house numbering, the USPS provides mail delivery service to residents through post office boxes at the post office located on 5th Avenue between San Carlos Street and Dolores Street; and

WHEREAS, the City currently contracts with a courier service, Peninsula Messenger Service, and pays for mail delivery service on behalf of residents; and

WHEREAS, Council approved the current agreement with Peninsula Messenger Services by adopting resolution 2019-003 on January 8, 2019 and authorized Amendment No. 1 and No. 2 on January 7, 2020 (Resolution 2020-005) and January 5, 2021 (Resolution 2021-003) respectively; and

WHEREAS, the amendment expires on June 30, 2021 and the City wishes to continue service with Peninsula Messenger Service while the City implements changes to the home mail delivery program; and

WHEREAS, Carmel Municipal Code Section 3.12.140H allows for the dispensation of the bid process when “reasonably necessary for the preservation or protection of public peace, health, safety or welfare of persons and property”; and

WHEREAS, the City wishes to dispense with the bid process at this time to allow for continuity of service and to determine the number of accountholders and whether the program is cost effective to continue in the future once program modifications are implemented.

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

Authorize the City Administrator to execute Amendment No.3 to the Mail Delivery Agreement with Peninsula Messenger Services to increase the contract by an amount not to exceed \$122,000 and extend the term of the contract from July 1, 2021 to December 31, 2022. The not to exceed amount includes up to \$81,000 for July 1, 2021 to June 30, 2022 and up to \$41,000 for July 1, 2022 to December 31, 2022. The amount of the total agreement from January 1, 2019 to December 31, 2022 is an amount not to exceed \$324,200.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

THIRD AMENDMENT TO AGREEMENT
Agreement #: ADM-PMS-68-18-19

Attachment 3

THIS **THIRD AMENDMENT TO AGREEMENT** ("Amendment") made and entered into as of this ____ day of July, 2021, amends the Agreement heretofore entered into between the CITY CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and **PENINSULA MESSENGER SERVICE, LLC**, hereinafter called "CONSULTANT".

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an Agreement (ADM-PMS-68-18-19) for a not-to-exceed amount of \$70,200 on January 18, 2019 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the First Amendment to this Agreement on January 14, 2020 to extend the term of the agreement through December 31, 2021 and increase the not-to-exceed amount by \$72,000 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the Second Amendment to this Agreement on January 21, 2021 to extend the term of the agreement through June 30, 2021 and increase the not-to-exceed amount by \$58,000 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT wish to extend the term of the Agreement to December 31, 2022 and increase the not-to-exceed amount by \$122,000.

AGREEMENT

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

1. CONSULTANT shall provide on-site mail delivery services for the term of July 1, 2021 through December 31, 2022, unless sooner terminated by the City in writing pursuant to the terms of the Agreement.
2. 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.
3. CONSULTANT shall invoice on a monthly basis. The monthly fee from July 1, 2021 to August 31, 2021 shall be \$41 per account based upon 150 or more accounts. As of September 1, 2021, the monthly fee will be based upon the number of post office box accounts based upon the following sliding fee scale:

Number of Customers/Accounts	Monthly Fee
1-40	\$168
41-50	\$131
51-65	\$98
66-78	\$84
79-98	\$59
99-113	\$48
114 or more	\$45

4. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall not exceed amount of \$122,000.00. Said amount shall include up to \$81,000 for July 1, 2021 to June 30, 2022 and up to \$41,000 for July 1, 2022 to December 31, 2022. The total for the Agreement and all subsequent amendments, including the Third Amendment, shall be \$324,200.00.
5. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force

THIRD AMENDMENT TO AGREEMENT
Agreement #: ADM-PMS-68-18-19

Attachment 3

and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

6. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.
7. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
8. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

Date

CONSULTANT

Stephanie Morse
General Manager/CFO
Peninsula Messenger Service, LLC

Date

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____



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

July 6, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brian Pierik, City Attorney

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-036 authorizing the City Administrator to sign a Legal Services Agreement with the Telecom Law Firm

RECOMMENDATION:

Adopt Resolution 2021-036 authorizing the City Administrator to sign a Legal Services Agreement with the Telecom Law Firm.

BACKGROUND/SUMMARY:

Title 17 ("Zoning"), Chapter 17.46 ("Telecommunications and Wireless Facilities") of the City Municipal Code is currently under review by City staff to determine what amendments may be necessary to comply changes in the law. Following that review, a proposed amendment to the City's code will be drafted for consideration by the City. In addition, telecommunication and wireless issues arise periodically in regard to the review of proposed installation of wireless facilities within the City as well as other telecommunications and wireless facilities issues.

The Telecom Law Firm has offices in Los Angeles and San Diego and concentrates its practice in the law regarding telecommunications and wireless issues.

It would be beneficial for the City to receive legal advice from the Telecom Law Firm on telecommunications and wireless issues. Therefore, the recommendation is that the City Council PIE.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment #1 - Resolution 2021-036 Telecom Law Firm

Attachment #2 - Agreement with Telecom Law Firm

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

RESOLUTION NO. 2021-036

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A LEGAL SERVICES AGREEMENT
WITH THE TELECOM LAW FIRM**

WHEREAS, Title 17 ("Zoning"), Chapter 17.46 ("Telecommunications and Wireless Facilities") of the City Municipal Code is currently under review by City staff to determine what amendments may be necessary to comply changes in the law; and

WHEREAS, following that review, a proposed amendment to the City's code will be drafted for consideration by the City; and

WHEREAS, telecommunication and wireless issues arise periodically in regard to the review of proposed installation of wireless facilities within the City as well as other telecommunications and wireless facilities issues; and

WHEREAS, the Telecom Law Firm has offices in Los Angeles and San Diego and concentrates its practice in the law regarding telecommunications and wireless issues; and

WHEREAS, it would be beneficial for the City to receive legal advice from the Telecom Law Firm on telecommunications and wireless issues.

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

Authorize the City Administrator to sign a Legal Services Agreement with the Telecom Law Firm.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 6th day of July, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

This Legal Services Agreement ("Agreement") is entered into by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and the Telecom Law Firm, PC (hereafter "Firm"), collectively referred to herein as the "parties". This Agreement shall be effective on July 6, 2021 ("Effective Date").

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

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

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

WHEREAS, this Agreement is a written legal services agreement containing the terms under which Firm has been retained by City to provide legal advice regarding telecommunications issues.

WHEREAS, California Business and Professions Code section 6148 requires a written fee agreement between attorneys and their clients setting forth the scope of services and fees to be charged. When executed by City and Firm, this Agreement will satisfy the requirements of Section 6148.

WHEREAS, Firm will serve at the pleasure of the City and may be replaced at any time, with or without cause, without amending this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows and further agree that the foregoing Recitals are hereby incorporated by this reference:

1. SERVICES

The Firm will provide the City with services consisting of legal advice regarding telecommunications issues ("Services").

2. COMPENSATION

A. Hourly Rate. The Firm will charge the City for the Services of Robert May (partner), Dr. Jonathan L. Kramer (partner), Michael D. Johnston (senior associate), David Nagele (associate), Sophie Geguchadze (associate), and paralegals of the Firm at the hourly rates described in the schedule below:

Professional	Hourly Rate
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LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

Attachment 2

Dr. Jonathan L. Kramer	\$310
Robert May	\$310
Michael D. Johnston	\$280
David Nagele	\$260
Sophie Geguchadze	\$260
Paralegal	\$175

Notwithstanding anything in this Agreement to the contrary, Robert May shall be responsible to supervise the work performed by any other member of the Firm. No other attorney in the Firm will perform the Services unless approved in advance in writing by the City Administrator or his designee.

B. Total Cost. The total cost for the Services shall not exceed \$10,000 unless approved in advance of such Services in writing by the City Administrator.

C. Travel Time. Firm shall not charge City for travel time unless approved in advance of such travel in writing by the City Administrator.

D. Costs and Expense Reimbursement. The Firm shall not charge the City for any costs or expenses unless approved in advance of such any costs or expenses in writing by the City Administrator.

E. Invoicing. Firm shall submit to the City monthly written invoices to the City's Finance Manager. Upon receipt, invoices shall be reviewed and approved for payment by the City Administrator. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered for the period covered by the invoice. The City shall provide invoicing format upon request. Firm shall not bill the City for duplicate services performed by more than one person. Firm's invoices shall include, but are not limited to, the following information:

- i. Invoice number and date;
- ii. A brief description of services performed; and
- iii. The total amount due for the period covered by this invoice, including hourly rate and hours spent per type of service performed

The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Firm submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Firm until thirty (30) days after a correct and complying invoice

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

Attachment 2

has been submitted by Firm. Firm agrees to remit and shall be 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 Firm, its employees, consultants and vendors of services or goods.

F. Audit and Examination of Accounts:

- i. Firm shall keep and will cause any assignee or consultant 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 shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Firm hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Firm shall include the requirements of Section 2J, "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 Services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall 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

The work under this Agreement shall commence on the Effective Date and shall remain in force until terminated pursuant to mutual agreement of the parties or terminated as provided by Section 13 of this Agreement.

4. FIRM'S EMPLOYEES AND CONSULTANTS

A. Not an Agent of the City. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Firm, or the employer of anyone working for or subcontracted by Firm, and Firm must not do anything that would result in anyone working for or subcontracted by Firm being considered an employee of the City. Firm is not, and must not claim to be, an agent of the City.

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

B. Independent Contractor:

- i. Firm is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Firm performs the Services. Firm is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Firm shall be solely liable for the work quality and conditions of any partners, employees and consultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Firm shall 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. Firm shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Firm's performance of Services under this Agreement. In connection therewith, Firm shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Firm's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. City's Representative. The City appoints the City Administrator as the City's Representative for the purposes of this Agreement ("City's Representative"). The City may unilaterally change its representative upon notice to Firm.

B. Firm's Representative. Firm appoints Robert May as Firm's representative for the purposes of this Agreement ("Firm's Representative")

C. Meet and Confer. Firm agrees to meet and confer with the City's Representative, its agents or employees with regard to Services as set forth herein 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 Firm regarding this Agreement, including performance of Services, shall be between the City's Representative and Firm's Representative. 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 shall be deemed to 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

Firm hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Firm shall 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 Firm, any consultant or contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall 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, Firm 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 Firm or Firm's employees, consultants, representatives, patrons, guests or invitees.

Firm further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Firm's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Firm or any of Firm's employees, agents, consultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Firm shall submit and maintain in full force all insurance as described herein. Without altering or limiting Firm's duty to indemnify, Firm shall 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, including errors and omission coverage, with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Firm will either maintain or cause to be maintained professional liability

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

Attachment 2

coverage in full force 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 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 Firm employs others in the performance of this Agreement, Firm shall 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 shall not be canceled, except with prior written notice to the City.
- iii. The general liability and auto policies shall:
 - 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 Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used) or CG 20 26 04 13 or HG 00 01 0916.
 - b. Provide that such Firm'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 shall be excess to the Firm's insurance and shall 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 HG 00 01 09 16 or their equivalent.

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- d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or HG 00 01 09 16 or its equivalent.
- iv. Prior to the start of work under this Agreement, Firm shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Firm shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Firm's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Firm's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Firm's named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Firm is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall 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 shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Firm shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall 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. Firm shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

A. Firm warrants that Firm and Firm's agents, employees, and consultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Firm, its agents, employees, and consultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by attorneys in similar fields in accordance with sound professional practices. All work product of Firm shall comply with all applicable laws, rules, regulations, ordinances and codes. Firm also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Firm's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

D. Firm agrees to perform all work under this Agreement to the satisfaction of the City Administrator and as specified herein. The City Administrator shall perform an evaluation of the work. If the quality of work and/or the invoicing is not satisfactory to the City Administrator, then the City Administrator and/or or his/her designee, may meet with Firm to review the quality of work and/or the amount of work being invoiced and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. Available Information. The City shall make available to Firm all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Firm to perform the Services. Firm shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. City Resources. The City acknowledges that Firm's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Firm. To the extent that the City fails to provide City resources, Firm shall not be liable for any resulting delay in the Services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Firm be entitled to extra compensation for same.

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C. Obligations of Firm. No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Firm, and all responsibility related to performance of the Services shall be and remain with Firm.

10. CONFIDENTIALITY

A. No Disclosure. Firm shall keep confidential and shall 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. Firm shall not use for Firm's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Firm may acquire as a result of the performance of the Services under this Agreement. Firm shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

B. California Public Records Act. Firm 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. Firm further acknowledges that it may have access to personal information as defined under the PRA, and Firm shall 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.

11. CONFLICT OF INTEREST

Firm 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, Firm, Firm's employees, and consultants agree as follows:

A. That they shall conduct their duties related to this Agreement with impartiality, and shall, 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 Firm or its employees into question;

B. Shall 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. Shall 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. Shall 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

LEGAL SERVICES AGREEMENT
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Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Firm shall promptly declare it to the City, and;

E. Shall 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 Firm under this Agreement and the obligations of Firm to such other person, firm or corporation.

12. DISPUTE RESOLUTION

A. Dispute Resolution Procedures. The parties shall 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 Representative and Firm's Representative shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall 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 shall be promptly referred to the Mayor, or his/her designee, and Firm's Representative, who shall 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 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 shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall 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 shall 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 shall 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

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

award by the arbitrator shall 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 shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall 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 Firm or any Firm consultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Firm is in default of its obligations contained in this Agreement if Firm or any consultant:

- 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. This Agreement may be terminated by either party and either for cause or for convenience by giving thirty (30) days written notice to the other to terminate.

C. Steps after Termination:

- i. Upon termination of this Agreement, the City shall pay Firm for satisfactorily performed Services incurred by Firm to the date of termination pursuant to this Agreement.

LEGAL SERVICES AGREEMENT
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- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Firm shall:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City any Materials, such as draft resolutions, ordinances, contracts, et al, prepared by Firm for the City in connection with this Agreement.

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 shall 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 shall 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 shall be entitled to 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, Firm, and its consultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Firm's employment practices or in the furnishing of services to recipients. Firm 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 Firm from professional responsibility for the Services performed.

C. Headings. The headings appearing herein shall not be deemed to 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.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and

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Telecom Law Firm, PC

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supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written. Any Amendment to this Agreement will be effective only if it is in writing and signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. Counterparts and Transmission By Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement. This Agreement may be signed and transmitted by email and shall have the same legal force and effect as an executed original.

F. 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 shall take precedence should any difference exist among counterparts of this Agreement.

G. Authority. Any individual executing this Agreement on behalf of the City or Firm 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.

H. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the 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.

I. Non-exclusive Agreement. This Agreement is non-exclusive and both the City and Firm expressly reserve the right to enter into agreements with others for the same or similar services, or may have its own employees perform the same or similar services.

J. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. Laws. Firm agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

LEGAL SERVICES AGREEMENT
Telecom Law Firm, PC

Attachment 2

L. Notices. Notices required under this Agreement must be given by personal service or by first class mail, postage prepaid, and addressed as follows:

To Firm:

Telecom Law Firm, PC
3570 Camino del Rio N., Suite 102
San Diego, California 92108
Attn: Robert May

To City:

City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921
Attn: Chip Rerig, City Administrator

Service of notice by personal service is deemed to be given as of the date of service. Notices by mail are deemed to have been given two consecutive business days after deposit into the U.S. Postal Service. Either party may, from time to time, by written notice to the other, designate a different address or person to be substituted for that specified above.

IN WITNESS WHEREOF, the parties enter into this Agreement effective July 6, 2021.

CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

July ____, 2021

ATTEST:

Britt Avrit, City Clerk

July ____, 2021

APPROVED AS TO FORM AND CONTENT

Brian Pierik, City Attorney

July ____, 2021

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TELECOM LAW FIRM, PC



Robert May, Shareholder

June 16, 2021



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

July 6, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-037 authorizing the City Administrator to execute Amendment No. 5 with Pureserve Building Services, Inc., extending the existing janitorial services contract through December 31, 2021 for a fee of \$97,000, plus a supplemental services contingency of \$5,000, for a not-to-exceed total of \$102,000

RECOMMENDATION:

Adopt Resolution 2021-037 authorizing the City Administrator to execute Amendment No. 5 with Pureserve Building Services, Inc., extending the existing janitorial services contract through December 31, 2021 for a fee of \$97,000, plus a supplemental services contingency of \$5,000, for a not-to-exceed total of \$102,000.

BACKGROUND/SUMMARY:

In 2015, the City issued a Request for Proposals to janitorial contractors to clean six (6) City-owned buildings and seven (7) restroom facilities, and furnish cleaning supplies and consumables, such as trash bags, soap, paper towels, etc. Six proposals were received, and the two most qualified firms were interviewed by a selection committee.

The Committee recommended a firm starting in Fiscal Year 2015/16. However, after the City Council awarded a contract, the firm did not meet the required cleaning specifications, and their contract was terminated. The next best qualified firm was then known as Proserve Facility Service. The City Council awarded Proserve a 2-1/3 year professional services agreement, effective March 2016 and ending June 30, 2018, with the option of extending the term up to three more fiscal years. Due to good performance, the City did elect to extend their contract through the subsequent three (3) fiscal year term which expired on June 30, 2021. During this time, the firm was re-named Pureserve Building Services, Inc. (Pureserve).

Staff drafted a new RFP for janitorial services which will be based on the updated professional services agreement, enhanced enforcement tools for inadequate performance, and improved services and consumables based on "lessons learned" over the past five (5) years. Unfortunately, the lack of staff resources resulting from budget reductions due to Covid-19, caused this RFP to fall well behind schedule. Without an interim contract extension with Pureserve, janitorial services would cease.

The scope of services includes six days a week cleaning at the Police Station, twice weekly cleanings at City Hall, Harrison Memorial and Park Branch Libraries, and weekly cleanings at Public Works and the Vista Lobos facility. Also included are daily cleanings at public restrooms at Del Mar, Devendorf Park, Scenic/Santa Lucia, First Murphy Park, Forest Hill Park (2), and Piccadilly Park, some cleaned multiple times per day during peak summer season. The City and Contractor share a web-based reporting tool to track work completed and performance quality. A budget for supplemental services has proven to be a useful tool in the past to quickly increase cleaning frequencies, particularly during holiday and summer weekends, and special events.

In June 2020, when the City budget was facing a significant shortfall of revenue, Pureserve agreed to reduce their fee by 14%, from a FY 2019/20 budget of \$231,587 down to a budget of \$198,349 for FY 2020/21, while only trimming the frequency of cleaning services in certain buildings. Very few complaints were generated by this trimmed level of service, and therefore, the trimmed level of service should remain for the six month extension. Pureserve is now requesting a modest, and reasonable, 3% increase in monthly fees (from the discounted rates) for this six-month extension.

FISCAL IMPACT:

The adopted Budget for Fiscal Year 2021/22 included \$225,000 for janitorial services in the Public Works Facility Maintenance contractual services account. The re-negotiated monthly rate, with a 3% increase, of \$16,166.67 per month, would be \$97,000 over the six month extension. A 5% contingency of \$5,000 is requested, for a not-to-exceed total fee of \$102,000. There are sufficient funds to cover this six month extension of the Pureserve contract.

The balance of the budget (\$225,000 - \$102,000) of \$123,000 would remain available for the new janitorial services contract effective January 1, 2022.

PRIOR CITY COUNCIL ACTION:

In 2015, Council adopted Resolutions 2015-046 and 2015-110, awarding the base, 2-1/3 year janitorial services contract to Proserve Facility Services (now known as Pureserve Building Services).

ATTACHMENTS:

Attachment #1 - Resolution 2021-037 Amendment to Pureserve Agreement

Attachment #2 - Amendment No. 5 with Pureserve

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

RESOLUTION NO. 2021-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTER TO EXECUTE AMENDMENT NO. 5 WITH PURESERVE BUILDING SERVICES, INC., EXTENDING THE EXISTING JANITORIAL SERVICES CONTRACT THROUGH DECEMBER 31, 2021 FOR A FEE OF \$97,000, PLUS A SUPPLEMENTAL SERVICES CONTINGENCY OF \$5,000, FOR A NOT-TO-EXCEED TOTAL OF \$102,000

WHEREAS, in 2015, the City issued a Request for Proposals to janitorial contractors to clean six (6) City-owned buildings and seven (7) restroom facilities, and furnish cleaning supplies and consumables; and

WHEREAS, in 2016, the City Council awarded Proserve Facility Service (since re-named Pureserve Building Services, Inc.) a 2-1/3 year professional services agreement, effective March 2016, with the option of extending the term up to three more fiscal years, which options were implemented, and which expired on June 30, 2021; and

WHEREAS, a new RFP for janitorial services based on the updated professional services agreement, enhanced enforcement tools, and improved services and consumables fell behind schedule due to the Covid-19 pandemic; consequently, without an interim contract extension, janitorial services for City Hall, Harrison Memorial and Park Branch Libraries, the Police Station, Public Works, Vista Lobos, and seven public restrooms would cease; and

WHEREAS, in June 2020, when the City budget was facing a significant shortfall of revenue, Pureserve agreed to reduce their fee by 14%, while only trimming the frequency of cleaning in certain buildings; and

WHEREAS, Pureserve requests a modest 3% increase in monthly fees for this six-month extension, and a supplemental services contingency is requested to increase cleaning frequencies, particularly during holiday weekends and special events.

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

Authorize the City Administrator to execute Amendment No. 5 with Pureserve Building Services, Inc., extending the existing janitorial services contract through December 31, 2021, for a fee of \$97,000, plus a supplemental services contingency of \$5,000, for a not-to-exceed total of \$102,000.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

AMENDMENT NO. 5
CONTRACT #: PWD-PFS-082-15-16
PURESERVE BUILDING SERVICES, INC.

1. This amendment (the "Amendment") is made by the **City of Carmel-by-the-Sea** (City) and **Pureserve Building Services, Inc.**, a Janitorial Services Company, (Contractor) parties to Agreement PWD-PFS-082-15-16 (the "Agreement") executed on March 1, 2016.

2. The Agreement is amended as follows:

a. **Section 1, Term**, of the Agreement is modified as follows:

The work under this Contract shall continue from July 1, 2021 and shall terminate on December 31, 2021 unless terminated sooner, or further extended, per the terms of this Agreement.

b. **Section 5, Payment**, of the Agreement is modified as follows:

City shall pay Contractor a not-to-exceed amount, including contingency, of \$102,000 for the term July 1, 2021 through December 31, 2021 as stipulated in Exhibit A.5, attached hereto and made a part hereof.

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

PURESERVE BUILDING SERVICES, INC:

By: _____
Hector Marquez, CEO

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

EXHIBIT A.5

City of Carmel-by-the-Sea Janitorial Services
FY 2020-2021

FACILITY	Fiscal Year 2019-20 (7/1/19-6/30/20)	Reduction	Fiscal Year 2020-21 (7/1/20- 6/30/21)	Fiscal Year 2021-22 (7/1/21-12/31/21)
Del Mar Beach Restrooms	\$27,464.58	\$4,119.68	\$23,344.90	\$ 12,022.62
Devendorf Park Restrooms	\$27,464.58	\$4,119.68	\$23,344.90	\$ 12,022.62
Forest Hill Park Lower Restrooms	\$7,454.94	\$1,118.24	\$6,336.70	\$ 3,263.40
Forest Hill Park Upper Restrooms	\$7,454.94	\$1,118.24	\$6,336.70	\$ 3,263.40
Murphy Park Restrooms	\$27,464.58	\$4,119.68	\$23,344.90	\$ 12,022.62
Piccadilly Park Restroom	\$8,120.30	\$1,218.04	\$6,902.26	\$ 3,554.66
Scenic Drive Restroom	\$26,790.91	\$4,018.63	\$22,772.28	\$ 11,727.77
Harrison Memorial Library	\$14,565.10	\$2,184.76	\$12,380.34	\$ 6,375.87
Park Branch Library	\$14,565.10	\$2,184.76	\$12,380.34	\$ 6,375.87
Police Headquarters	\$32,856.07	\$4,928.41	\$27,927.66	\$ 14,382.74
Public Works	\$6,645.48	\$996.82	\$5,648.66	\$ 2,909.05
City Hall	\$14,565.10	\$2,184.76	\$12,380.34	\$ 6,375.87
Vista Lobos Meeting Room	\$6,175.00	\$926.25	\$5,248.75	\$ 2,703.31
Total:	\$ 221,587	\$ 33,238	\$ 188,349	\$ 97,000
Supplemental Work:	\$ 10,000	**	\$ 10,000	\$ 5,000
Maximum Not To Exceed	\$ 231,587		\$ 198,349	\$ 102,000

* Total Includes Comprehensive / Detail Cleaning of Public Restrooms and Includes all labor and labor-related costs, management and supervision costs, consumable supplies, cleaning supplies, equipment, restroom detail cleaning, miscellaneous costs, overhead and profit

**Supplemental Work to be billed at \$25/hour, with a 4-hour minimum

City of Carmel by the sea



Restrooms	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Davendorf	Daily / 7 days per wk	X	X	X	X	X	X	X
Murphy Park	Daily / 7 days per wk	X	X	X	X	X	X	X
Del Mar	Daily / 7 days per wk	X	X	X	X	X	X	X
Piccadilly	Daily / 7 days per wk	X	X	X	X	X	X	X
Forest Hill Upper	Daily / 7 days per wk	X	X	X	X	X	X	X
Forest Hill Lower	Daily / 7 days per wk	X	X	X	X	X	X	X
Scenic	Daily / 7 days per wk	X	X	X	X	X	X	X

Buildings	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
City Hall	2 x's per wk	X			X			
Harris Memorial Library	3 x's per wk	X			X			
Park Branch Library	4 x's per wk	X			X			
Vista Lobos	Weekly				X			
Public Works Dept.	Weekly				X			
Police Dept.	6 days per wk	X	X	X	X	X		X



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

July 6, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-038 establishing a schedule of fines greater than \$100 for Administrative Citations pursuant to Section 18.04.080 of the City of Carmel-by-the-Sea Municipal Code

RECOMMENDATION:

Adopt Resolution 2021-038 establishing a schedule of fines greater than \$100 for Administrative Citations pursuant to Section 18.04.080 of the City of Carmel-by-the-Sea Municipal Code.

BACKGROUND/SUMMARY:

Executive summary:

Currently, the maximum fine that can be imposed with an Administrative Citation for any violation of the Municipal Code is \$100. However, the code also allows for the City Council to adopt a resolution establishing fines greater than \$100, up to a maximum of \$1,000. Staff has prepared a schedule of fines which are recommended to be greater than the default amount of \$100 associated with violations of Title 15 (Building) and Title 17 (Planning).

Discussion:

As a general practice, Community Planning and Building first seeks to gain compliance for violations of the Municipal Code. This means working together with property owners and responsible parties to help bring a situation into conformance with the City's regulations. In fact, the Code Compliance unit's name intentionally includes the word "compliance" rather than "enforcement" for this very reason. In most cases, staff is able to help correct violations and bring a site into compliance through these collaborative efforts. However, in some rare instances, responsible parties are unwilling to correct violations simply by being asked. For these cases, the Carmel Municipal Code (CMC) includes Chapter 18.04 which provides various enforcement based remedies, including Administrative Citations for misdemeanor violations. Although Administrative Citations are almost never a first course of action, they are an important tool for the City's compliance professionals to help keep the City in good stead. Administrative Citations are not the only instrument afforded to staff in Chapter 18.04, which also includes remedies like Compliance Orders, criminal/civil penalties, and judicial reviews. Where these other remedies are longer and more involved

processes including hearing officers, and potentially the court system, Administrative Citations can be issued on the spot by staff, and are required to be paid unless appealed to a hearing panel. This makes Administrative Citations the best “next step” for when compliance efforts need to be elevated past working collaboratively.

Section 18.04.080.A of the CMC states: “The fines for each municipal code or ordinance violation imposed pursuant to this chapter shall be set forth in the schedule of fines established by resolution of the City Council. In the absence of a designated fine, the default fine for each violation shall be \$100.00 per day.” Currently, no schedule of fines has been adopted by the City, so the maximum penalty for any misdemeanor violation of the Code is only \$100. While this fine is appropriate for many violations of the CMC, there are some which may justify a higher penalty due to their nature. CMC Section 1.16.010.G.1 states in part that any misdemeanor of the code shall be punished “By a fine not exceeding \$1,000...”, which is consistent with Government Code Section 36901, so there is still a limit to the penalty amount. Therefore, staff is proposing increased fines for certain violations of Title 15 (Building) and Title 17 (Planning) ranging from \$150 to \$1,000. This proposed schedule of fines has been included as Attachment 2. City Council is being asked to consider the increased penalties, provide any additional direction on the amounts, and to adopt a resolution which would implement the new fines.

It should be noted that Administrative Penalties could be applied for violations of additional CMC sections which are regulated by other City departments like Forestry and Environmental Compliance if they are found to be misdemeanors. However, after consultation with the City Attorney, Chapter 1.16 is unclear about whether violations of these other sections are “Infractions” or “Misdemeanors”. Staff intends to return to Council in the near future with an ordinance amending Chapter 1.16, which would clarify this distinction and thus provide additional compliance tools for these other City departments. The schedule of fines would also be amended at that time to include any additional categories of violations which warranted a penalty greater than \$100.

FISCAL IMPACT:

Administrative penalties are not intended to be a revenue source for the City, as they are typically not a first course of action in the compliance process. It is anticipated that any increases to revenue will have a negligible impact on the City Budget.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Resolution 2021-038 establishing schedule of fines greater than \$100

Attachment #2 - Schedule of Fines

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

RESOLUTION NO. 2021-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ESTABLISHING A SCHEDULE OF FINES GREATER THAN \$100 FOR ADMINISTRATIVE CITATIONS PURSUANT TO SECTION 18.04.080 OF THE CARMEL-BY-THE-SEA MUNICIPAL CODE.

WHEREAS, the City of Carmel-by-the-Sea seeks to preserve and protect the quality of life in the neighborhoods and business communities of the City of Carmel-by-the-Sea; and

WHEREAS, Title 18 of the Carmel Municipal Code (CMC) sets forth a variety of enforcement options to effectively and timely address code and ordinance enforcement; and

WHEREAS, the City of Carmel-by-the-Sea typically seeks first to gain compliance after violations of the CMC through formal requests by City staff; and

WHEREAS, in rare cases, responsible parties refuse to correct violations when requested by City staff; and

WHEREAS, Title 18 of the CMC provides the Administrative Citation process as one of the enforcement options for staff; and

WHEREAS, Section 18.040.080 of the CMC gives authority to the City Council to establish a schedule of Administrative Citation fines greater than \$100 for violations of the municipal code; and

WHEREAS, Section 1.16.010.G.1 of the CMC and Government Code Section 36901 limit the maximum fine for misdemeanors to \$1,000; and

WHEREAS, in some cases, the nature of a violation which has not been brought into compliance may necessitate a fine greater than \$100; and

WHEREAS, City compliance staff should be provided all of the necessary compliance tools to help preserve the quality of life in the neighborhoods and business communities of the City of Carmel-by-the-Sea,

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

Approve the establishment of a schedule of fines in excess of \$100, but not exceeding \$1,000 for Administrative Citations associated with violations of the Carmel Municipal Code attached hereto and incorporated by reference.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

City of Carmel-by-the-Sea

Schedule of Administrative Citation Fines

CODE SECTION	CODE SECTION HEADING	EXAMPLE OF VIOLATION (NOT AN EXHAUSTIVE LIST)	FINE AMOUNT
CHAPTER 15.04. GENERAL LICENSING PROVISIONS			
15.04.070(A - D)	<i>Permit - Required.</i>	Performing work specifically regulated under Title 15 without a permit	\$ 250.00
15.04.250	<i>Violation of Building Code - Penalty.</i>	Work done in violation of Building Code	\$ 250.00
15.04.260	<i>Violation of Residential Code - Penalty.</i>	Work done in violation of Residential Code	\$ 250.00
15.04.270	<i>Violation of Mechanical Code - Penalty.</i>	Work done in violation of Mechanical Code	\$ 250.00
15.04.290	<i>Violation of Plumbing or Electrical Code - Penalty.</i>	Work done in violation of Plumbing Code	\$ 250.00
CHAPTER 15.08. BUILDING CODE			
15.08.170	<i>Dumping and/or Disposal.</i>	Illegal dumping of dirt, materials, waste, etc.	\$ 250.00
15.08.180	<i>Hours of Construction.</i>	Working outside permitted hours	\$ 250.00
15.08.190	<i>Parking During Construction.</i>	Parking construction vehicles in a time-limited zone without a permit	\$ 150.00
15.08.210	<i>Use of Public Right-of-Way.</i>	Interfering with use of the right-of-way without an encroachment permit	\$ 250.00
15.08.220	<i>Control of the Public Right-of-Way.</i>	Regulating the right-of-way (traffic signs, etc.) without a permit	\$ 150.00
15.08.240	<i>Temporary Portable Toilets.</i>	Portable toilet in the right-of-way, or unscreened without a permit	\$ 150.00
CHAPTER 15.18. SITE DRAINAGE			
15.18.010(C)	<i>Adoption.</i>	Unlawful directing of water drainage/runoff created by construction activities	\$ 500.00
CHAPTER 15.19 CONSTRUCTION SITE MAINTENANCE			
15.19.010	<i>Adoption.</i>	Unclean, disorderly construction site (debris, scrap, trash, materials, etc.)	\$ 500.00
CHAPTER 15.53. DECONSTRUCTION, DEMOLITION AND CONSTRUCTION MATERIAL RECOVERY AND DIVERSION FROM LANDFILLS			
15.53.030	<i>Diversion Requirements (Construction and Demolition Waste).</i>	Failure to properly dispose/divert construction debris	\$ 250.00
15.53.050	<i>On-Site Practices.</i>	Failure to properly separate and keep record of construction debris on site	\$ 250.00
15.53.060	<i>Reporting.</i>	Failure to properly report disposal/diversion to the City	\$ 250.00
CHAPTER 15.55. CALIFORNIA FIRE CODE			
15.55.090	<i>Fireworks Prohibited.</i>	Selling, possessing, trading or discharging any fireworks, including "Safe and Sane" within City limits	\$ 1,000.00
CHAPTER 15.57. PROPERTY NUISANCES			
15.57.150(A - D)	<i>Violations.</i>	Failure to comply with orders to abate a property nuisance	\$ 500.00
CHAPTER 17.02. TITLE, COMPONENTS AND PURPOSE			
17.02.050(B)(1 -2)	<i>General Rules of Applicability.</i>	Use of a property for a purpose that is not permitted or allowed by Zoning	\$ 250.00
17.02.070(A)(1 - 6)	<i>Unlawful Acts.</i>	Performing acts/undertaking work not that is not allowed by Zoning	\$ 250.00
17.02.070(B)	<i>Unlawful Acts. (Owner permitted)</i>	Unlawful permission by a property owner to perform acts/work/uses not allowed by Zoning	\$ 500.00
17.02.080	<i>Violations of this title</i>	Any other use in violation of any portion of Chapter 17	\$ 250.00
CHAPTER 17.08. RESIDENTIAL ZONING DISTRICTS			
17.08.060	<i>Prohibited Uses. (Transient rental)</i>	Operating a Short Term Rental without a permit	\$ 1,000.00
CHAPTER 17.14. COMMERCIAL ZONING DISTRICTS			
17.14.070(A)	<i>Enclosed Structures Required for All Uses - Exceptions.</i>	Not conducting a use within a completely enclosed building (unless exceptions apply)	\$ 500.00
CHAPTER 17.18. PUBLIC AND QUASI-PUBLIC DISTRICTS			
17.18.040	<i>Prohibited Structures. (On Carmel beach)</i>	Unpermitted construction of a building, structure or improvement on Carmel Beach	\$ 500.00
CHAPTER 17.20. OVERLAY DISTRICTS			
17.20.150	<i>Coastal Development Permit Required.</i>	Development without a Coastal Development Permit (when one is required)	\$ 250.00
17.20.200(B - N)	<i>Regulations Incorporated from Other Titles.</i>	Violation of Beach Overlay District Regulations (Uncontrolled dogs, alcohol after 10pm, slope protection, etc.)	\$ 250.00

City of Carmel-by-the-Sea

Schedule of Administrative Citation Fines

CODE SECTION	CODE SECTION HEADING	EXAMPLE OF VIOLATION (NOT AN EXHAUSTIVE LIST)	FINE AMOUNT
CHAPTER 17.28. General Site Regulations and Standards for Specific Uses			
17.28.020	Noise from Electrical and Mechanical Equipment.	Noise from fixed equipment greater than City standards (generators, pumps, wells, air conditioners, etc.)	\$ 250.00
17.28.030(A - E)	Regulations Incorporated from Other Titles.	Violation of other Land Use Regulations (Littering, camping, burying garbage, etc.)	\$ 250.00
17.28.040(A)	Advertising of Unpermitted Transient Rentals.	Posting, publishing, circulating, or maintaining any advertisement of an unpermitted short term rental	\$ 1,000.00
CHAPTER 17.32. HISTORIC PRESERVATION			
17.32.050(A)	Alteration of Property.	Performing work on any property without first determining eligibility for local inventory*	\$ 1,000.00
17.32.120(A)	Alteration of Historic Resources.	Performing work on a historic resource without obtaining a determination of consistency from City*	\$ 1,000.00
17.32.120(C)	Alteration of Historic Resources. (Duty to repair)	Failure to keep a historic resource in good repair to prevent deterioration*	\$ 1,000.00
*NOTE: Criminal and civil penalties may also apply to violations associated with historic resources (CMC 17.32.190)			
CHAPTER 17.40. SIGNS			
17.40.010(C)	Purpose.	Installation of any prohibited signs	\$ 250.00
CHAPTER 17.42. STORMWATER QUALITY AND UTILITY			
17.42.020(C)(1 - 4)	Urban Runoff Water Quality and Discharge Management.	Prohibited discharge into the City's municipal storm drain system	\$ 1,000.00



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

July 6, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a presentation recommending the Public Agency Retirement Services (PARS) as the preferred Section 115 Retirement Trust provider and direct staff to prepare the authorizing resolution and other necessary documents to establish a Section 115 Trust Administered by the Public Agency Retirement Services (PARS)

RECOMMENDATION:

Receive a presentation recommending the Public Agency Retirement Services (PARS) as the preferred Section 115 Retirement Trust provider and direct staff to prepare the authorizing resolution and other necessary documents to establish a Section 115 Trust Administered by the Public Agency Retirement Services (PARS).

BACKGROUND/SUMMARY:

The California Public Employees' Retirement System ("CalPERS") is the largest pension fund in the country as it manages investments for nearly 2 million members, including active, retirees and beneficiaries, and inactive members for state, school and other public agencies. The City is one such public agency and has two primary CalPERS plans, one for miscellaneous members and one for safety, that combined, represents about 190 covered members, of which about 74 are active members, based upon the most recent actuarial data.

Annually, the City makes a payment to CalPERS that consists of (1) the annual cost for current employees ("normal cost") and (2) the unfunded accrued liability ("UAL"). The UAL is the actuarial liability (the amount CalPERS needs to have to pay for retirement benefits) less the actuarial value of the assets (the amount that CalPERS currently has on hand to pay the estimated costs of the retirement benefits). Similar to other public agencies, the City faces significant increases in pension costs. The increase in pension costs are attributed to such factors as sluggish investment performance by CalPERS, changes in expected investment returns (discount rate) and updated mortality projections. The City's UAL projection, as of 6/30/2021, is \$24.7 million. To address this fiscal challenge, the City has considered various strategies to mitigate its pension liability, including establishing a Section 115 Retirement Trust.

A Section 115 Trust is a tax-exempt investment vehicle authorized by the Internal Revenue Services (IRS) to prefund government expenses such as retirement plan benefits. Assets held within the trust are

designated as irrevocable, meaning that that assets must be used to fund the City's retirement plan obligations. Monies placed within a trust may be invested according to rules governing the trust, which are different than the investment rules pertaining to the City's pooled investments. In theory, the funds placed within a trust can earn a higher rate of return than if the City invested the funds.

Funds placed within the trust can remain within the trust until such time that the City chooses to draw on its assets to pay an annual benefit obligation (i.e. make a payment to CalPERS) or seek reimbursement for a pension-related expense. The City Council may consider adopting policies and procedures that require Council action in order to withdraw funds from the trust. In addition, once a trust is established, the City may change its investment portfolio as well to reduce its risk exposure and mitigate losses.

The benefits of a trust include:

1. Local control over assets, including contributions, disbursements, timing and risk tolerance of investments
2. Investment flexibility and the potential increased return on investment compared to City General Fund
3. Flexibility in determining when and how to use trust assets to mitigate pension. For example, the asset may grow and the City could use the assets to pay off the UAL in the future; the assets may be transferred to the retirement system to help smooth 'spikes' in the City's annual retirement contribution and/or the City may reimburse the General Fund for pension-related expenses for the current or prior year during difficult budgetary times.

On January 8, 2019, City Council adopted a resolution that endorsed the City's participation in a pension rate stabilization program (i.e. a Section 115 Trust) and authorized staff to issue a Request for Proposals (RFP) to select a third party to manage the Section 115 Trust. The RFP requested information regarding the firm's experience in serving local government clients in establishing Section 115 trusts and related investment services; the proposed program team; private letter ruling; trustee and trust administration services, investment requirements and investment performance; fees; references and proposer warranties. In response to the RFP, the City received two proposals by the deadline: (1) one from the Public Agency Retirement Services (PARS) and (2) one from Keenan Financial Services.

The evaluation process was temporarily placed on hold due to other competing priorities at the time, including the development and adoption of the Fiscal Year 2019-2020 budget and the sales tax renewal measure. However, Council renewed its discussions regarding the establishment of a trust and pension mitigation strategies in January 2020 and subsequently in the spring of 2021, including providing direction to staff to resume efforts related to selecting a trust provider.

Keenan and Associates proposal includes Keenan and Associates (administrator), Morgan Stanley (investment manager) and the Benefit Trust Company (trustee). Demonstrated strengths include Keenan's experience with financial consulting services related to GASB 68 and employee benefits, the reputation of Morgan Stanley as a global investment firm and the partnership with the Benefit Trust Company, which is a leading national provider of trust, custody and fiduciary services. Keenan also utilizes a Board of Authority, which consists of a representative from each member agency (participation is not mandatory) to review the trust and provide advice regarding the investment outlook for the future. Keenan charges a flat fee for service.

The Public Agency Retirement Service (PARS) proposal includes PARS (administrator), HighMark (investment manager) and U.S. Bank (trustee). Demonstrated strengths include PARS experience as a leader in providing Section 115 trust administration services and breadth of clients utilizing the firm's trust services to prefund pension costs. PARS team includes U.S. Bank, which is the fifth largest bank in the nation. PARS allows both pension and other post-employment benefits (OPEB) to be funded within the same trust, should the City decide to also utilize a trust for its OPEB liability in the future. PARS charges

fees based on the amount of the invested assets.

A summary table of the two proposals is included below for reference.

Table 1: Comparison of Section 115 Trust Services Proposals

	Keenan & Associates Pension Stabilization Trust	PARS Pension Rate Stabilization Program
Administrator	Keenan & Associates	Public Agency Retirement Services (PARS)
Investment Manager	Morgan Stanley	Highmark
Trustee	Benefit Trust Company	U.S. Bank
IRS Private Letter Ruling	No for pension (Yes for OPEB)	Yes (Pension and OPEB)
Experience with Section 115 Trust	Since 2005	Since 2004
Number of (City/Town) Agencies Participating in Section 115 Trust	12	132
Value of Assets Managed in Trust	\$1 billion	\$2.3 billion
Investment Options	6 risk tolerance levels	5 risk tolerance levels with choice of active or passive for a total of 10 and options to customize for assets over \$5 Million
Minimum Contribution Required	None. No minimum fees or start-up fees.	None. No minimum fees or start-up fees.
Termination Rules	90-day advance notice required. No termination fees.	30-day advance notice required. No termination fees.
Mutual Indemnification Clause in Participation Agreement	No	Yes
Pension/OPEB Expense Reimbursement	One year	Two years
Performance Comparison (5 Year Rate at Conservative Option)	5.34%	5.82%
Trust Admin Fees (Assets Under \$5 Million)	0.10%	0.25%
Trustee/Investment Management Fees (Assets Under \$5 Million)	0.20%	0.35%
Total Fees (Assets Under \$5 Million)	0.30%	0.60%
Annual Admin Fees (Assets of \$1 Million)	\$1,000	\$2,500
Total Annual Costs (Assets of \$1 Million)	\$3,000	\$6,000
Expense Ratios	0.50% to 0.72%	Passive 0.07% to 0.11% Active: 0.46% to 0.52%

City staff (City Administrator and Budget Director) and the City's municipal financial advisor (NHA Advisors, LLC) conducted interviews with the two firms and contacted other cities for input regarding the trust providers. In particular, staff reviewed the experience of the provider in implementing a trust, the qualifications of the proposed key personnel on the team, the team's communication and approach to working with clients, reputation and integrity of the trust administrator, investment manager and trustee, the historic return on investment and fees.

It is staff's determination that the City would be well-served by either firm based upon experience; the size and type of assets managed; the reputation of the investment manager and/or trustee; the responsiveness of the firms as demonstrated through references and the ability of the firms to provide monthly and quarterly reporting. However, staff recommends PARS as the trust provider as the firm appears to be a better fit for the City's needs based on such factors as the firm's experience in establishing pension trusts, the diversity of its portfolios and its customer focus, including its ability to assist the City with developing an investment policy.

Should Council concur with this recommendation, staff will return in August with a resolution authorizing the City's participation in the PARS Public Agencies Post-Employment Benefit trust and authorizing the City Administrator, as the Plan Administrator, to execute all other necessary documents. Staff will then work with PARS to develop a specific investment policy statement, procedures, and funding strategy for future trust contributions and bring forth the policy for Council approval. In addition, staff will review cash flow projections and make a recommendation regarding the timing of transferring funds from the General Fund to the trust.

FISCAL IMPACT:

There are no fiscal impacts associated with receiving the report and recommendation. The Fiscal Year 2021-2022 Adopted Budget includes an allocation of \$1 million toward pension mitigation strategies, such as funding for a Section 115 Trust.

PRIOR CITY COUNCIL ACTION:

- 1 . Council received presentations on the City's pension liability on April 8, 2018 and December 4, 2018 respectively.
- 2 . Council adopted Resolution 2019-006 on January 8, 2019 to endorse the participation in a Pension Rate Stabilization Program to pre-fund pension obligations and authorized staff to issue a Request for Proposals for a Section 115 Trust
- 3 . Council received presentations on the City's pension liability and potential cost management and alternative payment strategies on January 7, 2020, March 2, 2021, and April 6, 2021 respectively. Council provided direction regarding setting aside \$1 million annually for pension mitigation during its March 2, 2021 meeting.

ATTACHMENTS: