



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

Mayor Dave Potter, Councilmembers Jeff Baron,
Alissandra Dramov, Karen Ferlito, and Bobby
Richards
Contact: 831.620.2000 www.ci.carmel.ca.us

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

CITY COUNCIL SPECIAL MEETING Monday, June 3, 2024 4:30 PM

HYBRID MEETING ATTENDANCE OPTIONS

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

**<https://ci-carmel-ca-us.zoom.us/j/85129541226> Webinar ID: 851 2954 1226 Passcode:
423087 Dial in: (253) 215-8782**

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

CALL TO ORDER AND ROLL CALL

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

CONSENT AGENDA

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

1. May 6, May 7, and May 21, 2024, Special Meeting Minutes
2. April 2024 Monthly Reports
3. April 2024 Check Register Summary
4. Resolution 2024-039 calling for a General Municipal Election to be held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California relating to General Law Cities, requesting the County Elections Department to conduct the Election, requesting consolidation of the election, and providing for a procedure for determining a tie vote for the November 5, 2024 City of Carmel-by-the-Sea Municipal Election
5. Resolution 2024-040 authorizing the City Administrator to amend the existing contract and updated fees for service for a period of one additional year with the Monterey County Health Department's Animal Services Division ending June 30, 2025
6. Resolution 2024-041 authorizing the consumption of alcohol on public property at the Monterey County Vintners Annual Winemakers' Celebration to be held August 24, 2024
7. Resolution 2024-045, adopting a Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2024 through June 30, 2026 and authorizing the City Administrator to execute the Memorandum of Understanding

CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Katy Suttorp (Burke, Williams & Sorensen)
Employee Organization: General Employees Unit, Management Employees Unit, Affiliated Units of LiUNA
- B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One potential case

PUBLIC APPEARANCES - Limited to closed session agenda items

ADJOURNMENT

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

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



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

June 3, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 6, May 7, and May 21, 2024, Special Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None

ATTACHMENTS:

- Attachment 1) May 6, 2024, Special Meeting Minutes
- Attachment 2) May 7, 2024, Special Closed Session Meeting Minutes
- Attachment 3) May 21, 2024, Special Meeting

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

SPECIAL MEETING MINUTES

Monday, May 6, 2024

CALL TO ORDER AND ROLL CALL

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

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

PUBLIC APPEARANCES

None

CONSENT AGENDA

A member of the public requested that item #4 be pulled from consent.

Motion by Mayor Pro Tem Richards to approve Consent Agenda items #1, 2, 3, 5, 6, 7, and 8, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - March 26, 28, and April 1, 2024, Special Meeting Minutes, and April 2, 2024 Regular Meeting Minutes

Item 2 - March 2024 Monthly Reports

Item 3 - March 2024 Check Register Summary

Item 5 - Resolution 2024-032 authorizing a refund of a Track One Design Study referral to Planning Commission fee in the amount of \$1,338.75 to Lewis Builders

Item 6 - Resolution 2024-033 amending Agreement #PBD-Harris-40-23-24 with Harris & Associates for contract planning support, to increase the not to exceed amount by \$14,000 from \$60,000 to \$74,000, and extending the duration of the contract to May 30th, 2024

Item 7 - Resolution 2024-034 confirming Councilmember appointments to the Community Human Services Board and Tor House Foundation

Item 8 - Resolution No. 2024-031 granting an appeal by Krista Ostoich, Esq., on Behalf of James and Marion Melani, to overturn the January 24, 2024 decision of the Planning Commission to deny the after-the-fact rebuilding of a non-conforming structure that was torn down and rebuilt with the same non-conforming setbacks for the subject property is located at Carmelo Street 4 southwest of 2nd Avenue in the Single-Family Residential (R-1) District. APN: 010-124-024-000.

ITEMS PULLED FROM CONSENT

Item 4 - Resolution 2024-030 Authorizing the City Administrator to Execute Amendment No. 3 to a Professional Services Agreement with Traffic Patterns, LLC for a not-to-exceed amount of Sixty-Five Thousand Dollars (\$65,000.00) and extending the term through June 30, 2025 for recruitment consulting services - Pulled from Consent Agenda

A member of the public pulled the item from consent. City Administrator Chip Rerig gave an overview of the item.

Public Comment:

Dale Byrne

Motion by Councilmember Baron to approve Resolution 2024-030, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

CLOSED SESSION

City Attorney Pierik read the closed session titles. Mayor Potter invited public comment on the closed session items and after receiving none, Council moved into closed session.

- A.** CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6: Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, and Police Chief Paul Tomasi
Employee Organization: Carmel Fire Ambulance Association
- B.** CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6: Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Katy Suttorp (Burke, Williams & Sorensen)
Employee Organization: General Employees Unit, an Affiliated Unit of LiUNA
- C.** CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One potential case

ADJOURNMENT

Council adjourned into closed session at 4:36 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

SPECIAL MEETING MINUTES

Tuesday, May 7, 2024

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 3:30 p.m.

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

PUBLIC APPEARANCES

None

Item 1- CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6: Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Katy Suttorp (Burke, Williams & Sorensen) Employee Organization: General Employees Unit, Management Employees Unit, Affiliated Units of LiUNA

ADJOURNMENT

Council adjourned to closed session at 3:31 p.m. Closed session adjourned at 3:45 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

SPECIAL MEETING MINUTES

Tuesday, May 21, 2024

TOUR OF INSPECTION - 3:45 p.m.

The Council conducted an on-site tour of inspection of the property listed below:

- A. Mission Trail Nature Preserve, Rio Road Entrance, across the street from 3100 Rio Road, Carmel.

CALL TO ORDER AND ROLL CALL

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

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Mayor Pro Tempore Bobby Richards, and Mayor Dave Potter were present in the Chambers, and Councilmember Ferlito attended remotely via Zoom from Manhattan, New York.

ORDERS OF BUSINESS

Item 1 - Receive a presentation on the Fiscal Year 2024-2025 Budget, conduct a public workshop, and provide direction to staff.

Assistant City Administrator Swanson gave a presentation to Council providing an overview of the FY 24-25 Recommended budget, including the following:

- Projected Revenue: Sources include Property Tax, Sales & Measure C taxes, Transient Occupancy Tax (TOT), and charges for service.
- Projected Expenditures: General Fund, Capital, Debt.
- Projected Fund Balance: the “bucket” that holds the difference between budgeted revenues and budgeted expenditures.

Public Works Directory Bob Harary gave a presentation on Capital Improvement Projects (CIP). He summarized the tentative direction given by Council at the last budget meeting. His presentation covered the following:

- A summary of the tentative direction given by Council on which CIP projects to approve, cancel, or modify.
- 4 potential projects to defer: Doolittle Bridge and Pathway Realignment, Junipero Bypass Drainage Project, Park Branch Library Windows and Dry Rot, and Ocean Avenue, Carpenter to Highway 1.

Mr. Swanson and Mr. Harary answered questions from Council.

PUBLIC APPEARANCES

Amy Herzog
 Jeff Burghart
 Alyssa Mendone
 Juaquin Turner
 Nancy Twomey
 Tim Twomey
 Melanie Billig
 Beth Bowman
 Amrish Patel
 Dale Byrne
 Kelly Brezoczky
 Christy Hollenbeck
 Shirley Moon

City Administrator Rerig addressed several public comments. Council discussion resumed. Councilmember Ferlito mentioned that the Friends of the Mission Trail Nature Preserve (MTNP) has been fundraising to help cover material costs and noted that permitting and monitoring are the main expenses. Councilmember Baron suggested the Council revisit alternative revenue sources, such as a paid parking program, a vacancy tax, as well as considering a TOT increase in the future. Councilmember Dramov voiced concern regarding overall spending rather than lack of revenue and suggested solutions such as implementing a hiring freeze or reducing the number of capital improvement projects. She said that the number of CIP projects is too much at once for Public Works to handle and as a result the city is spending a lot on consultants. Councilmember Ferlito thanked Assistant City Manager Swanson for a great job on the budget presentation, and cautioned that a hiring freeze or pay cut to employees would be demoralizing to staff, and staff retention and morale needs to be considered.

Council gave consensus direction to make the following changes to the recommended budget:

- Postpone the Doolittle Bridge and Pathway Realignment CIP for 1 year.
- Postpone the CIP Junipero Bypass Drainage CIP for 1 year.
- Postpone the Park Branch Library Windows and Dry Rot CIP 1 year.
- Keep the Ocean Avenue, and Carpenter to Highway 1 project on the CIP list and have the Mayor work as a liaison with the County and CalTrans to start the discussion on getting this project done to explore what the City's commitment would be.

ADJOURNMENT

Council adjourned the meeting at 6:38 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



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

June 3, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: April 2024 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

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

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Community Planning and Building Department Reports

Attachment 2) Police, Fire, and Ambulance Reports

Attachment 3) Public Records Act Requests

Attachment 4) Public Works Department Reports



CITY OF CARMEL-BY-THE-SEA Monthly Report

Community Planning and Building Department

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

APRIL 2024 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In April 2024, **40** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In April 2024, **4** business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In April 2024, **70** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In April 2024, **4** new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

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

VI. ENCROACHMENT PERMIT APPLICATIONS:

In April 2024, **20** encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In April 2024, **20** tree permit applications were received.

Table 1 includes the following April 2024 totals:

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

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

Table 1
Permit Application Totals and YTD Percentage Changes

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACH- MENTS	TREE REMOVAL & PRUNING
2023 YTD Totals	127	26	193	65	15	82	158
2024 YTD Totals	126	26	207	61	11	79	125
YTD % Difference	- 0.79%	NO CHANGE	+ 7.25%	- 6.15%	- 26.67%	- 3.66%	- 20.89%



Planning Permit Report

04/01/2024 - 04/30/2024

Permit #	Permit Type	Project Description	Address/ Location	Date Received	Date Approved	Status
24126	Design Study	Addition of one (1) new skylight and four (4) new windows to the approved permit DS 23-271. Addition of new kitchen sink and dishwasher in home theater. Addition of one new shower head in bathroom adjacent to home theater.	San Antonio 4 NE of 4th	4/30/2024		Pending Assignment
24125	Design Study	Synthetic grass turf	NW Corner of Monte Verde and 7th	4/30/2024		Pending Assignment
24124	Sign	NEW SIGN: "Edi Matsumoto Art & Design"	SW Mission Street, between 5th & 6th, Suites 1 & 2	4/25/2024		Pending Assignment
24123	Design Study	Remodel house	SW Corner of San Carlos & 2nd	4/30/2024		Pending Assignment
24122	Design Study	ASSOCIATED APPLICATION: DS 23-297 (Spencer). REPLACE ADDITIONAL WINDOWS AT THE FRONT OF THE HOUSE WITH NEW UNITS THAT HAVE THE SAME APPEARANCE & OPERATION. REPLACE (2) BATHROOM WINDOWS ON EAST ELEVATION. REPLACE (3) EXISTING SKYLIGHTS. REPLACE. WOOD DECKING ON THE DECK AT THE REAR OF THE HOUSE. MOVE ELECTRICAL PANEL TO INSIDE THE GARAGE. PAINT EXTERIOR OF HOUSE W/ NEW COLORS.	5th Ave. 2 NE of Santa Rita	4/22/2024		Pending Assignment
24121	Authorized Work	Installation of new landscape planner in front of monument wall sign. New planter/curb to be concrete to match.	NW Corner of Mission & 5th	4/30/2024	4/30/2024	Approved

24120	Historic Evaluation	HISTORIC EVALUATION	26070 RIDGEWOOD RD	4/29/2024		Attachment 1 In Review
24119	Design Study	Replace 4 wood windows on west elevation in kind.	Camino Real 7 NE of Ocean			In Review
24118	Appeal	APPEAL TO: City Council. DECISION BEING APPEALED: Planning Commission; Use Permit approval on 04/10/2024.	San Carlos 2 NW of 4th Ave.	4/24/2024		In Review
24117	Appeal	APPEAL TO: City Council. DECISION BEING APPEALED: Historic Resources Board decision on 04/15/2024; finding of eligibility for listing home as historic; decision to add the home to the Carmel Inventory of historic resources.	Camino Real 4 NW of 11th	4/24/2024		In Review
24116	Historic Evaluation	Requesting a historic determination.	9th Ave. 2 NW of Carmelo	4/24/2024		In Review
24115	Design Study	ASSOCIATED APPLICATION: HE 24062 (Salehi). Design Study - Track 1: Addition of 96 SF to existing main house (78 SF new bath and 18 SF @ existing kitchen); new 558 SF Accessory Dwelling Unit with Roof Top Deck; lower the existing garage floor by 18" and existing utility room by 21"; convert existing Asphalt driveway to permeable paver motor court; addition of 4 wood steps to the existing wood steps going up to the existing patio.	SWC Santa Rita Street and 1st Avenue	4/12/2024		In Review
24114	Design Study	See also HE 24129. RENOVATION TO EXISTING RESIDENCE. NEW ROOF OVER SECOND LEVEL MASTER SUITE WITH HEIGHTENED ROOF LINE TOWARDS REAR YARD, AND ADDITION OF A BAY WINDOW IN MASTER BEDROOM. NEW DECK IN REAR YARD AND	Casanova, 4 S.W. of 8th Street, Carmel, CA 93923			In Review

		CONVERSION OF MECHANICAL CLOSET IN BASEMENT TO STORAGE SPACE. BUILDING PREVIOUSLY DETERMINED INELIGIBLE FOR THE CARMEL HISTORIC RESOURCES INVENTORY.				
24113	Banners	Installation of 30"x72" banners for the Carmel Bach Festival to be installed 10 banner poles at Ocean Avenue on both sides, and two banner poles at Sunset Center.	Ocean Ave from Junipero to Monte Verde	4/22/2024	4/23/2024	Approved
24112	Sign	New Hanging Sign: "Esperanza Carmel"	San Carlos St 3 SW of 5th Ave, Suite 1	4/22/2024		In Review
24111	Historic Evaluation	Phase I Initial Historic Evaluation	4th Ave 2 NE of Torres Street	4/17/2024		In Review
24110	Bench Dedication	--Honoree's name: "Daisy Marshall" --Adopt existing bench; new plaque --Plaque size: 3 3/4" x 1 1/4." --Plaque Wording: "In Loving Memory of Daisy Marshall June 16, 2009 - April 3, 2024 Her Happy Place"	First Murphy Park, Lincoln Street & 6th Avenue	4/22/2024		In Review
24109	Historic Evaluation	HISTORIC EVALUATION, initial assessment.	Camino Real 6 SE of 2nd	4/22/2024		In Review
24108	Design Study	Replace existing 6'x8' plastic shed in rear yard with new 8'x10' Tuff Shed to comply with 3' setback requirements. Shed will be painted to match the same color of the house. Replace existing side gates with new redwood gates not to exceed 6' in height. Install a 11'x11' redwood planter box around tree in rear yard. Spread wood chips in the front yard, parking area, side yards, and dirt area of back yard.	Lobos 5 SE of 2nd	4/19/2024		In Review
24107	Design Study	Small Garden Renovation & construction of small outdoor Carmel Stone non-wood burning Fireplace on the	SW Corner Carmelo & Seventh Avenues	4/15/2024		In Review

		edge of an existing backyard sitting area. Construction of a new 52 lineal ft of wood paling fence replacing a tube metal fence some 22 ft into the property from Seventh Ave. Fence height less than 6ft tall				
24106	Landscape Plan Check/Inspection	Minor changes to approved landscape plan, DS 22-143.	Mission 3 NE of 10th	4/12/2024		In Review
24105	Planner Research	Zoning letter and records request.	Junipero St. and 8th Ave.	4/15/2024		In Review
24104	Zoning Compliance Request	Zoning letter and records request.	Junipero St	5/15/2024		In Review
24103	Design Study	front garden landscape plan	4910 Monterey Street	4/26/2024		In Review
24102	Design Study	Minor changes to an existing two-story residence. Replace existing roof. New solar, new windows, and new front door. New Oriel window. New driveway and firepit. Repair existing deck.	Lincoln Street 2 NE of 2nd Avenue	4/11/2024		In Review
24101	Design Study	REVISED: windows, walkways, decks/landing and stairs, and elect site plan.	Escolle Way 2 SE Perry Newberry	4/11/2024		In Review
24100	Sign	TWO (2) NEW SIGNS: "Donna Eshelman, M.A., G. C. F. P.". Add two (2) placards with business name to the street level sign/directory of Stonehouse Terrace. One (1) placard for each side of the directory. Business name is my name: Donna Eshelman, M.A., G. C. F. P. Placards will be identical to the others on the directory with materials, colors, and font. See attached photo and proof.	San Carlos between 7th & 8th, Stonehouse Terrace, Suite G	4/11/2024		Approved
24099	Design Study	Roof Deck	2552 Santa Lucia Avenue, Carmel by the Sea, CA 93921			In Review

24098	Preliminary Site Assessment	Preliminary Site Assessment for a proposed Track 2 Design Study (2nd floor addition).	Santa Fe and 5th SE Corner	4/10/2024		Attachment 1 In Review
24097	Design Study	After the fact authorization of changes to Design Study 23-104, approved by the Planning Commission on 7/12/23, which include an arched instead of flat garage door opening, a wood garage door with decorative detailing, gooseneck light fixtures on the garage and on the main house, and a new paneled wood front Dutch door on the main house, located at the northeast corner of San Carlos Street and 13th Avenue in the Single-Family Residential (R-1) District as depicted in the as-built photographs and Revisions to Planning Approval form approved by City staff on April 10, 2024, subject to the conditions of approval.	NE corner San Carlos & 13th	4/9/2024	4/10/2024	In Review
24096	Design Study	Rebuild (E) single family residence. Rebuild includes (N) two story residence with detached garage and an ADU.	Santa Fe, 3 NE of 5th	4/9/2024		In Review
24095	Preliminary Site Assessment	Preliminary Site Assessment. The project scope is a new second story addition to an existing one-story single family dwelling with attached two car garage.	Guadalupe 2 NE of 1st			In Review
24094	Temporary Use Permit	DATE OF EVENT: 05-31-2024. Vocalist and acoustic guitarist with small speaker and microphone to play easy listening music from 6:00 PM - 10:00 PM. This will be for a welcome reception for 40 guests on the Grasing's Rooftop.	NW Corner of 6th & Mission Street	4/15/2024		In Review
24093	Design Study	Addition of Skylights	Lobos 5 NE 4th	4/9/2024		In Review

24092	Landscape Plan Check/Inspection	Additional landscaping to property; filling in with more plants and transplanting existing to other areas; small pervious sport court.	San Antonio & 13th	4/9/2024		Attachment 1 In Review
24091	Sign	Place new business sign on building: "El Bistro by the Sea."	Mission 2 SW of 5th	4/4/2024		Approved
24090	Historic Evaluation	ASSOCIATED DS 24039. Historic determination request for existing house.	Camino Del Monte 2 SW of Juniper	4/4/2024		Closed
24089	Design Study	Associated PSA 22-053. Demolition of (E) residence and accessory structure, and construction of new one-story residence with attached 2-car garage. Construction of new detached accessory dwelling unit.	Santa Fe, 2 SW of Mountain View	4/3/2024		In Review
24088	Historic Evaluation	Historical Re-Determination	2900 Franciscan Way	4/2/2024		In Review
24087	Design Review	HISTORIC EVALUATION. Proposed Project: Renovation of Existing to create two new retail units facing Lincoln St. a 1st floor expansion and renovation to an existing 2nd floor apartment. This application also includes the conversion of two studio units to duplex units at the two-story building in the rear of the property. Miscellaneous exterior improvements and the addition of a public restroom at the rear of the existing 1-story retail building in the northwest corner of the property.	Lincoln Street 3 SW of Ocean	4/2/2024		In Review

Total Records: 40

5/3/2024



Business License Report

04/01/2024 - 04/30/2024

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
24026	New Business	Malachi Boyce Construction	Office Space	NW Corner of Monte Verde & Ocean Avenue, Unit 6	4/29/2024		In Review
24025	New Business	Stationaery	Full-line restaurant; adding square footage to the restaurant for seating	San Carlos 3 NE of 6th	4/30/2024		In Review
24024	New Business	Bella Piel	Facials, waxing, brow lamination, lash lift, dermaplaning, microblading	San Carlos 2 NW of 7th	4/8/2024		In Review
24023	New Business	AIM Youth Mental Health	Funding evidence-based treatments, empowering youth to discover their own mental health	Mission & 4th	4/22/2024		In Review

Total Records: 4**5/3/2024**



Building Permit Report

04/01/2024 - 04/30/2024

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
240206	5/1/2024		REROOF EXISTING 1200SQFT MINERAL SURFACE WITH FLINTLATIC ROLL AND 800SQFT WITH MALARKEY VISTA SYSTEM	30,350	Roofing	Camino Real 2 NW of 13th
240205			SEE ATTACHED SCOPE OF WORK FOR REVISIONS.	125,000	BP Revision	Dolores 4 SW of 10th Carmel-By-The Sea, CA 93921
240204	4/30/2024	5/2/2024	Remove & replace roof. Install new 30lb felt underlayment, new nosing and Presidential TL roofing in color Aged Bark.	20,800	Roofing	Forest 2 SW of 7th
240203	4/30/2024		Generator Installation	10,000	Electrical	Casanova 5 SE of 12th
240202	4/12/2024		Demolition of existing detached garage and construction of a new detached 224 sf garage.	0	Building	Monte Verde 3 SW of 13th
240201	4/30/2024		Reinstall wall framing, mineral wool fireproof insulation, hypsum board, ad stainless steel finished paneling in one 28"x68" fire damaged section of wall and one 24"x57" section of wall opened by fire department totaling 23 sf of wall area.	1,000	Building	Carmel Plaza, Suite 106
240200	4/29/2024	4/29/2024	Remove existing asphalt roof, install new CertainTeed Presidential TL composition roof in color "Autumn Blend".	10,000	Roofing	Santa Fe 2 NE of 4th
240199	4/29/2024		Remove and reinstall existing aluminum railing with obscure glass, replace tile on exterior decks and replace exterior light fixtures with new LED light fixtures.	15,000	Building	NW Corner of Camino Real & 8th

240198	4/29/2024		Interior water damage repair, install new wall & ceiling insulation, Install 2"x6" T&G non structural to repair a 10'x24" damaged section of ceiling in living room. Install new sheet rock & plaster on a 9'x9' wall in living room. Install new baseboard to match existing. paint to match colors. Install new carpet in living room. All demolition has been done by a disaster cleanup company that was hired by the owner.	17,387	Exempt Work	Carmelo 6 NE of 4th
240197	4/29/2024		Replace 4 wood windows to west elevation, in place & in kind	15,000	Building	Camino Real 7 NE of Ocean
240196				0	Exempt Work	
240195			VOID	0		
240194	4/24/2024		New ESS: (2) Tesla Powerwalls 10kW, (1) Gateway 200 amps, 1 Subpanel 200 Amps,	39,940	Electrical	2nd 2 SW of Santa Rita
240193	4/24/2024	4/25/2024	Remove existing damaged stainless steel paneling, wood framing, batt insulation, and gypsum board to find solid gypsum board in two sections of kitchen spaces.	200	Demolition	Carmel Plaza, Suite 106
240192	4/24/2024	4/24/2024	Remove composition shingles and replace with composition shingle Landmark Tandmark TL in color "Platinum".	17,400	Roofing	Lincoln 2 SE of 7th
240191	4/23/2024		Remove and replace roof with new asphalt composition shingles.	250,000	Roofing	Monte Verde 3 SE of Ocean
240190	4/23/2024	4/23/2024	Replace 32lf of fence at the NW corner of the property which fell during the storm. The fence repair will match the remainder of the existing fence and not exceed 6'.	0	Exempt Work	Carmelo 2 NW of 4th
240189	4/23/2024		Tear off the existing wood shake roof system. Install new underlayment. Install 23 squares of CertainTeed presidential shingles in the color "Autumn Blend". Install 7 squares of 60-mil Duro-Last over the flat roof areas in color "White".	123,505	Roofing	Casanova 2 NW of 8th

240188	4/23/2024	4/23/2024	Remove existing 100 amp panel and install new 200 amp panel in same location.	1,150	Electrical	Newberry 2 NW of 5th
240187	4/23/2024		Re-roof two decks. One lower deck 20'x21' and one upper 15'x12' with a torch down membrane.	6,000	Roofing	NW Corner of Camino Real & 8th
240186	4/22/2024		Installation of a new 2.46 kW rooftop solar PV system.	19,100	Electrical	Carmelo 2 SW of 11th
240185	4/22/2024	5/2/2024	Replace Front Door Slab Only.	500	Exempt Work	Scenic 6 SE 8th
240184	4/19/2024		Convert (e) lower level of a two-story house into a new ADU. Remodel (e) bathroom and kitchen, install new windows and doors.	75,000	Building	Camino del Monte 2 SW of Junipero
240183	4/19/2024		Remodel (e) detached storage building with parking pad above. Replace board and batt siding with new stucco siding to match house. Repaint (e) railing and stairs.	25,000	Building	Camino del Monte 2 SW of Junipero
240182	4/19/2024	4/19/2024	REMOVE AND REPLACE 60K BTU FURNACE	16,191	Mechanical	SANTA FE 2 NW OF 5TH
240181	4/19/2024	4/19/2024	Remove existing water heater and replace with new Navien NPE240A2N6, connect to existing 3/4" gas line.	6,500	Plumbing	26245 Dolores
240180	4/19/2024		Remodel (e) house - replace (e) roof with new clay tile, replace (e) windows & doors, remodel (e) bathrooms and kitchen.	200,000	Building	Camino del Monte 2 SW of Junipero
240179	4/19/2024		Kitchen repairs: replace insulation, sheetrock, and cabinets due to flood. Bedroom repairs: sheetrock and insulation due to flood in story above.	0	Building	4th 2 SW of Dolores
240178	4/19/2024	4/19/2024	Replace and upgrade main electrical panel from 100 to 200 amps.	6,195	Electrical	4th 3 NE of Monte Verde
240177	4/19/2024	4/19/2024	New flooring installation in the interior of residence, new interior paint, installation of new baseboards, and new plaster skim coat texture of interior.	0	Exempt Work	San Carlos 7 NE of Camino Del Monte
240176	4/19/2024		Installation of new rooftop PV system.	25,000	Electrical	San Antonio 4 NW of 9th

240175	4/19/2024	4/24/2024	Demolition of crushed carport roof, deck, and fencing, caused by toppled city pine tree, in order to assess integrity of remaining retaining walls.	500	Demolition	Carmelo 7 NE of Ocean
240174	4/19/2024	4/30/2024	Interior remodel of an existing full bathroom.	20,000	Building	Carpenter 2 NW of 4th
240173				0		
240172	4/17/2024	4/17/2024	Removal of (e) wood shake roof. Install new Presidential TL composition shingles in color "Shadow Gray" along with a 60 mil TPO tie in in color "White".	119,292	Roofing	Torres 2 SW of 5th
240171	4/16/2024		DUE TO STORM DAMAGE, REPLACE SHEETROCK AND INSULATION AT THE FIRST 18" OF ENTIRE LOWER LEVEL. REPLACE ALL LOWER LEVEL FLOORING WITH NEW PORCELAIN TILE "NEXTONE" 12X14 WHITE PORCELAIN TILE. REPLACE EXISTING BATHTUB WITH SHOWER	15,000	Building	Torres 3 SE of 8th
240170	4/16/2024		AFTER THE FACT: electrical panel modification/movement, roof vent installation for water heater, and interior mold remediation	60,000	Building	25987 Mission Street
240169	4/16/2024		Retroactive permit for the installation of new EV car charger.	500	Electrical	NW Corner of Santa Rita & 4th
240168	4/15/2024	4/19/2024	Insulate, drywall, and install flooring and interior overhead lighting in existing garage.	10,000	Building	Lobos 5 NE of 4th
240167	4/15/2024		Installation of a 14kW Honeywell all home generator with a 200 amp transfer switch.	10,000	Electrical	Mission 2 NE of Vista
240166	4/15/2024	4/15/2024	Replace in-kind 75lf of wood fence fence that was damaged in the previous storms. Fence is to not exceed 6' in height and be no more than 42" at the sidewalk.	0	Exempt Work	NW Corner of Junipero & 8th
240165	4/12/2024		Remodel of existing 2-story house (electrical, plumbing, mechanical) and minor 48 SF floor area addition.	550,000	Building	Monte Verde 3 SW of 13th

240164	4/10/2024	4/10/2024	Repair and replace approximately 30sf or drywall due to sprinkler head leak. CONDITION: 5-year fire sprinkler inspection required to be submitted to City prior to final approval.	1,000	Building	SW Corner of Junipero & 4th Unit B
240163	4/10/2024	4/16/2024	Remove (e) wood shake roof and install DaVinci multi-width shake in color Tahoe.	100,000	Roofing	Camino Real 3 NW of 7th
240162	4/10/2024		REMODEL AND ADDITION TO (E) SFR	761,400	Building	SW CORNER OF GUADALUPE AND 4TH
240161	4/10/2024	4/17/2024	Remove (e) wood shake roof and T&G roof. Install DaVinci Shake in Mountain color and TPO with 1/4" gravel ballast over TPO.	68,000	Roofing	Dolores 5 SE of 2nd
240160	4/10/2024	4/16/2024	Remove existing wood shingles and install new 50 year Landmark TL shingles in color Shenandoah.	79,000	Roofing	SW Corner of Lincoln & 7th
240159	4/9/2024	4/10/2024	Repair water leak damage - Sand & refinish 780sf of hardwood flooring and replace 350sf of sheetrock in patches.	5,000	Building	Carmelo 2 NW of 10th
240158	4/9/2024	5/2/2024	Remove (e) roof, install new plywood, and CertainTeed Landmark TL composition shingles in color "Black Walnut".	20,000	Roofing	Sterling Way 2 SE of Perry Newberry
240157	4/9/2024	4/30/2024	Install 7.47kW (18) Roof Mounted Photovoltaic Solar with (6) Tesla MCI-2 Mid Circuit Interrupters (PVRSE); (2) Tesla Powerwall 3 = Total Output Power = 23kW, Total Energy = 13.5kWh, (1) Push Button Remote Battery Disconnect, (1) Tesla Backup Switch (BUS)	42,949	Electrical	25965 Junipero Ave.
240156	4/9/2024		INTERIOR REMODEL OF AN EXISTING HISTORICAL RESIDENCE, ADDING A NEW 333 SQ/FT. ADDITION TO THE REAR OF THE MAIN BUILDING, AND ADDING NEW 185 SQ/FT. OF NEW DECK ADJACENT TO PROPOSED ADDITION ALONG WITH 2 NEW SEPERATE STAIRS ON THE WEST & EAST SIDES OF PROPOSED DECK.	13,598	Building	SANTA FE 3 SW OF 2ND

240155	4/8/2024		235 sf addition of new garage	94,000	Building	Santa Fe 4 NW of 6th
240154	4/8/2024		211 sf addition to main residence for a bedroom/bathroom/kitchen addition.	550,150	Building	Santa Fe 4 NW of 6th
240153	4/8/2024	4/17/2024	Replace existing damaged joist and beams as required on deck over the garage.	9,000	Building	Casanova 2 SE of 2nd
240152	4/8/2024	4/8/2024	Remove leaking commercial water heater. Install new BD100L270, 100 gallon - 270,000 BTU unit.	14,000	Plumbing	Mission 3 NE of 6th
240151	4/5/2024	4/8/2024	Remove (e) cedar shakes and replace with new Watkins 3/4" Tapersawn heavy shakes. New insulation and new plywood.	85,000	Roofing	Santa Fe 3 SE of Ocean
240150	4/5/2024		INSTALL A BACK-UP GENERATOR IN SIDE SETBACK	54,000	Mechanical	26174 DOLORES STREET
240149	4/5/2024	4/8/2024	Refresh the exterior of the house and garage paint with the same color pattern. The main house color will remain a lighter grey with darker grey for all trim.	0	Exempt Work	SE Corner of Carpenter & 4th
240148	4/4/2024	4/4/2024	Remove old kitchen cabinets and replace with new ones. Install new flooring in kitchen and new bathroom tiles.	0	Exempt Work	Santa Fe 2 NE of 4th
240147	4/4/2024	4/4/2024	Main Electrical Panel upgrade from 100amp to 200amp in Same Location	2,000	Electrical	Dolores 2 NW of 13th
240146	4/4/2024	4/15/2024	Installation of new battery	6,500	Electrical	Scenic 6.5 SE of Ocean
240145	4/4/2024		Add stone veneer to exterior chimney.	13,000	Building	Lopez 8 SE of 2nd
240144	4/4/2024	4/4/2024	Exterior re-paint of front of building/entry hall stucco and wood corbal accents trims. Paint entry gates, front entry door. Colores will be matched to the existing color systems.	0	Exempt Work	Dolores 2 NW of 7th
240143	4/3/2024	4/16/2024	Replace water main from water meter to bathroom because old one broke under slab.	2,500	Plumbing	Dolores 2 NW of Ocean
240142	4/4/2024		Install 4.86kw (12 modules) +13.5kwh energy storage system	24,000	Electrical	NW Corner of Santa Rita & 4th

240141	4/3/2024	4/3/2024	R&R 80K BTU FURNACE	8,807	Mechanical	NE Corner of Vizcaino & Flanders
240140	4/2/2024		Addition of a new single story ADU, 215new SF/65 remodeled SF, with roof deck.	100,000	Building	2552 Santa Lucia
240139	4/2/2024	4/2/2024	Remove carpet in bedrooms and install vinyl flooring throughout, replace doors in the kitchen and master bedroom. Kitchen - Resurface and paint cabinets, replace counter tops, replace appliances. Master & Guest bathrooms - Replace vanity and toilet fixtures. No changes to plumbing lines authorized.	0	Exempt Work	Santa Rita 3 SW of 3rd
240138	4/1/2024		Battery Addition to existing PV system	29,014	Electrical	Santa Rita 4 NW 4th
240137	4/1/2024	4/1/2024	Run dedicated gas line from meter to water heater, furnace, and gas stove due to existing line leaking.	2,000	Plumbing	Mission 2 SE of 9th

Total Records: 70

5/3/2024



Code Compliance Report

04/01/2024 - 04/30/2024

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
24075	4/30/2024	Open	SEC of Santa Fe and 3rd	Demolition of exterior deck	4/30/2024	
24074	4/19/2024	Open	NWC Camino Real & 8th	Reroof without proper permit and installing new can light fixtures and potentially new exterior light fixtures at front door that may have up-lightning.?	4/19/2024	
24073	4/18/2024	Open	N. Camino Real 2 NE of 4th	Construction of an arbor structure larger than 120 square feet over an outdoor kitchen area that requires a building permit and planning approval	4/18/2024	
24072	4/2/2024	Open	Dolores 2 NW of Ocean	Waterline without a permit	4/2/2024	

Total Records: 4**5/3/2024**



Transient Rental Report

01/01/2024 - 04/30/2024

Case #	Street	Status	Date Received	Last Status Date	Date Closed
24076	Monte Verde	1st NOV sent	4/19/2024	4/22/2024	
24069	Torres	1st NOV sent	3/8/2024	3/8/2024	
24067	Carmelo	Closed	2/26/2024	3/22/2024	3/22/2024
24051	Rio	Closed	2/8/2024	3/5/2024	3/5/2024
24049	8th	Closed	2/2/2024	2/20/2024	2/20/2024
24047	Lopez	2nd NOV sent	1/29/2024	3/27/2024	
24046	2nd	STR verified	1/30/2024	2/6/2024	
24045	Lobos	Closed	1/29/2024	3/6/2024	4/6/2024
24029	7th	Closed	1/16/2024	2/26/2024	2/26/2024
24028	Forest	Closed	1/16/2024	2/9/2024	2/9/2024
24027	Scenic	Closed	1/15/2024	2/8/2024	2/8/2024

Total Records: 11**5/3/2024**



Encroachment Permit Report

04/01/2024 - 04/30/2024

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
240079	Temp Ench	4/30/2024	Replace sewer lateral using pipe bursting.	Torres 4 NW of 8th	4/30/2024	Issued
240078	Temp Ench	4/29/2024	Crane lift for stair case installation. CONDITIONS: ROAD CLOSED SIGNS, DETOUR AHEAD SIGNS, AND FLAGGERS TO ALLOW RESIDENCE INGRESS/EGRESS TO STREET IS REQUIRED. CARMEL POLICE DEPARTMENT MUST BE NOTIFIED AT (831) 624-6403 24 HOURS AHEAD OF ROAD CLOSURE AND IMMEDIATELY AFTER ROAD IS REOPENED.	Carmelo 2 NW of 9th	4/30/2024	Issued
240077	Temp Ench	4/26/2024	Replace approximately 35' of main sewer line from house to the street; adding a clean out and backwater valve.	Casanova 3 SW of 10th	4/29/2024	Issued
240076	Perm Ench	4/26/2024	Authorization of existing encroachments in the right-of-way, including walkway, landings, stairs, retaining walls, and edge of roadway curb/wall.	Santa Fe 2 SW of 4th		In Review
240075	Temp Ench	4/25/2024	Painting of Storefront	SW Corner Ocean and Dolores (Carmel Realty)		
240074	Temp Ench	4/23/2024	Replace 70' of the sewer lateral line with 4" SDR pipe using trenchless equipment.	Carmelo 2 NE of Ocean	4/24/2024	Issued
240073	POD	4/22/2024	Placement of a temporary moving pod in the right of way.	Lincoln 5 SW of 10th	4/22/2024	In Review
240072	Temp Ench	4/22/2024	Replace sewer lateral using pipe bursting.	NW Corner of Lincoln & 8th	4/22/2024	Issued
240071	POD	4/19/2024	POD storage placed in public right of way.	Monte Verde 3 NW of 11th		Closed

Attachment 1

240070	Temp Ench	4/11/2024	Install new water service for fire suppression	Crespi 3 SE of Mountain View	4/16/2024	Issued
240069	Temp Ench	4/11/2024	3'x4' asphalt patch for CalAm job #2483.	NE Corner of Monte Verde & 7th	4/16/2024	Issued
240068	Temp Ench	4/10/2024	Repair potholes in northbound lane of Junipero St. Patches to be 6'x4', 10'x6', and 6'x6'.	Junipero between 7th & 8th	4/10/2024	Issued
240067	Temp Ench	4/10/2024	Replace sewer lateral using pipe bursting.	Monte Verde 2 SW of 2nd	4/10/2024	Issued
240066	Perm Ench	4/9/2024	Improvement of Scenic "Outlook" area identified as two benches closest to handicap parking area between 8th and 9th. Area to be regraded, a new DG pathway to be run, boulders provided to provide soil retention and seating in area.	Scenic pathway outlook southwest of 8th	4/19/2024	Issued
240065	Temp Ench	4/5/2024	Saw cut and remove concrete around sewer cleanout. Replace old yard trap with directional and BWV. Repair concrete to match existing.	Dolores 2 NE of 7th	4/9/2024	Issued
240064	Temp Ench	4/4/2024	Trench in order for PG&E to lay gas pipe.	Dolores 3 NE of 2nd	4/4/2024	Issued
240063	Temp Ench	4/4/2024	Exterior re-painting of front of building and entry area walls. Close sidewalk in front of building to accommodate painting access.	Dolores 2 NW of 7th		In Review
240062	Temp Ench	4/3/2024	Request to store HVAC unit in a parking area on the street for one month.	NE Corner of Ocean & Mission		In Review
240061	Temp Ench	4/3/2024	Replace 70' of sewer line 12' deep in the street.	Santa Fe 4 NW of 5th	4/4/2024	Issued
240060	Temp Ench	4/2/2024	Intermittent parking of dumpster in street for soil and refuse removal for work during remodel of residence under BP 23-477.	Camino Real 4 SE of Ocean	4/16/2024	Issued

Total Records: 20

5/3/2024



Tree Permit Report

04/01/2024 - 04/30/2024

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
24106	4/2/2024	Tree Removal/Pruning	SE Corner of San Antonio & 10th	For removal of 1-4" branch causing tension on strand/cable.	Approved	4/2/2024
24107	4/2/2024	Tree Removal/Pruning	Lobos 4 NE of 3rd	Four medium sized Monterey Pine Trees in front of property	Approved	4/8/2024
24108	4/3/2024	Tree Evaluation	tree is between 9th and Torres SE corner house and house on south	tree evaluation	Approved	4/3/2024
24109	4/5/2024	Tree Removal/Pruning	Median across from 24956 Lincoln st.	Pine tree pruning in median across from 24956 Lincoln St.	Denied	
24110	4/8/2024	Tree Evaluation	Carpenter 3SE of 5th	3 Cypress Trees (1 for removal, 2 for pruning)	In Review	
24111	4/8/2024	Tree Removal/Pruning	Santa Fe 3 NE of 8th	Pine tree- photo attached	Approved	4/5/2024
24112	4/9/2024	Tree Removal/Pruning	S.W. corner 5th Ave and Torres St.	Dead Coast Live Oak removal Approx.. 15" at base.	Approved	4/10/2024
24113	4/12/2024	Tree Evaluation	San Carlos 2SW of 1st Ave.	New Build	In Review	
24114	4/13/2024	Tree Evaluation	11th and Mission Street o SW	tree evaluation for tree removal. The neighbors and ourselves believe are at risk to neighbors themselves and properties	In Review	
24115	4/18/2024	Tree Evaluation	San Carlos 3SW of 11th	Oak Tree x1, 20' tall roughly by the deck 1, 20' approx Oak tree in the backyard- has a swinging chair hanging from it.	In Review	
24116	4/18/2024	Tree Removal/Pruning	Camino Real 10 NE of 4th	1 45" DBH Pine Tree left side backyard	In Review	

24117	4/18/2024	Tree Removal/Pruning	NE Corner of 13th and Monte Verde	Pruning 1 Cypress with dead wood and a green leader that Jerry Gates says will break and fall on house; 1 Oak; both near power lines; Cypress hanging over property line and living area	In Review	
24118	4/24/2024	Tree Removal/Pruning	Ocean and Mission	Carmel Plaza	Approved	4/24/2024
24119	4/24/2024	Tree Evaluation	Camino Real 4 NW of 11th	EVALUATION for pruning (if needed)	In Review	
24120	4/25/2024	Tree Evaluation	San Antonio, 4 hs. NW of 4th St.	Remove overhanging trees causing damage to property. Branches are overhanging from trees on 2 neighbor's property; believed to be Pittosporum trees.	In Review	
24121	4/29/2024	Tree Removal/Pruning	SW Corner of Junipero and 3rd	1) Large pine tree on corner of prop. 2) 1 pine tree from tree on corner 3) 1 liquid amber tree from pine	Approved	4/29/2024
24122	4/29/2024	Tree Removal/Pruning	9th Ave 2 SE Torres	Pine Tree removal	Approved	4/30/2024
24123	4/29/2024	Tree Evaluation	backyard	Tree seems dead unfortunately but would need confirmation and next steps advice	In Review	
24124	4/30/2024	Tree Evaluation	Biason Building, Mission 3NW of 6th	1. Monterey Pine approx 30" diameter, 25 ft. ht, Trees 2 and 3: Bay, approx 6" 12ft.	In Review	
24125	4/30/2024	Tree Removal/Pruning	San Carlos 4 SE of 13th	Pine 13"	In Review	

Total Records: 20

5/3/2024



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Safety

April 2024

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

AMBULANCE REPORT

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

39 Calls for service in CBTS Average response time: 3:31 min.
35 Code 3 medical calls for service –Two calls over 5:00 min.

4/14/24; San Carlos & Vista (**7:23min response**); Delayed by distance to call
4/19/24; Mission & Vista (**7:16min response**); Delayed due to distance to call

MONTEREY FIRE REPORT

Summary of Monterey Fire April 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 April 2024, the fire department was able to meet the performance measure. The response time was 95% with (2) code-3 calls over 5 minutes.

53 total calls for service in CBTS- Average response time: 3:17 min.
42 total Code-3 calls – Two with a response of over 5:00 min.

4/09/24; (**5:11min response**); Scenic & 11th. (Delay due to distance to call)
04/14/24; (**7:02min response**); San Carlos & Vista (Delay due to weather)

*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%.

BEACH FIRES

Attachment 2

There were 2 illegal beach fires recorded during the month of April, one being a propane fire.

*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%.



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 04/01/2024 To: 04/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Building fire	4/23/2024 2:20 PM	240423-MNT02926	0:00:22	JUNIPERO AVE	OCEAN AVE	3
Building fire	4/20/2024 11:15 AM	240420-MNT02861	0:03:02	DOLORES ST	10TH AVE	3
2			0:01:42			
300-321 Series (EMS)						
Medical assist, assist EMS crew	4/25/2024 7:06 PM	240425-MNT02979	0:03:27	DOLORES ST	13TH AVE	3
Medical assist, assist EMS crew	4/18/2024 1:11 PM	240418-MNT02814	0:03:50	LINCOLN ST	3RD AVE	3
Medical assist, assist EMS crew	4/9/2024 10:43 AM	240409-MNT02601	0:05:11	SCENIC RD	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/15/2024 5:09 PM	240415-MNT02745	0:01:52	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/27/2024 9:40 PM	240427-MNT03028	0:02:14	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/19/2024 9:25 AM	240419-MNT02837	0:02:28	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/8/2024 10:05 AM	240408-MNT02584	0:02:30	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/1/2024 2:37 PM	240401-MNT02442	0:02:31	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/9/2024 11:40 AM	240409-MNT02602	0:02:34	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/6/2024 5:39 PM	240406-MNT02551	0:02:38	DOLORES ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	4/28/2024 7:23 AM	240428-MNT03034	0:02:42	SAN CARLOS ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2024 7:46 AM	240417-MNT02777	0:02:53	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/28/2024 6:24 PM	240428-MNT03046	0:02:59	LINCOLN ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/14/2024 8:09 AM	240414-MNT02716	0:03:01	SAN CARLOS ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/12/2024 7:33 PM	240412-MNT02691	0:03:04	SANTA RITA ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2024 7:34 PM	240417-MNT02799	0:03:05	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2024 2:04 PM	240417-MNT02791	0:03:21	MONTE VERDE ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/4/2024 5:25 AM	240404-MNT02496	0:03:27	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/9/2024 12:14 PM	240409-MNT02603	0:03:27	SAN CARLOS ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2024 10:32 AM	240417-MNT02782	0:03:31	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/1/2024 12:54 PM	240401-MNT02435	0:03:40	LINCOLN ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	4/20/2024 8:33 PM	240420-MNT02871	0:03:57	SAN CARLOS ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	4/3/2024 11:14 AM	240403-MNT02480	0:04:06	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/25/2024 2:58 AM	240425-MNT02964	0:04:20	4TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	4/5/2024 2:15 AM	240405-MNT02513	0:04:35	CAMINO REAL ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/21/2024 12:27 AM	240421-MNT02875	0:04:53	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/25/2024 5:29 AM	240425-MNT02965	0:04:59	4TH AVE	MONTE VERDE ST	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
EMS call, excluding vehicle accident with injury	4/14/2024 4:35 AM	240414-MNT02714	0:07:02	SAN CARLOS ST	VISTA AVE	3
28			0:03:31			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	4/17/2024 10:42 AM	240417-MNT02783	0:02:22	OCEAN AVE	MONTE VERDE ST	3
Motor vehicle accident with no injuries.	4/24/2024 12:17 PM	240424-MNT02945	0:02:51	DOLORES ST	5TH AVE	3
Rescue or EMS standby	4/25/2024 12:10 PM	240425-MNT02972	0:00:53	MISSION ST	6TH AVE	3
3			0:02:02			
400 Series (Hazardous Material)						
Gas leak (natural gas or LPG)	4/24/2024 7:35 AM	240424-MNT02941	0:03:15	CASANOVA ST	9TH AVE	2
Carbon monoxide incident	4/29/2024 8:25 PM	240429-MNT03067	0:04:01	SANTA FE ST	4TH AVE	3
Electrical wiring/equipment problem, other	4/17/2024 7:42 PM	240417-MNT02800	0:07:07	LOBOS 3SE 1ST ST	1ST AVE	2
Power line down	4/1/2024 5:42 PM	240401-MNT02449	0:03:21	SANTA FE ST	8TH AVE	3
Power line down	4/2/2024 11:28 AM	240402-MNT02465	0:03:53	TORRES ST	3RD AVE	3
Vehicle accident, general cleanup	4/4/2024 11:54 AM	240404-MNT02500	0:01:58	OCEAN AVE	CARPENTER ST	3
6			0:03:56			
500 & 600 Series (Service Calls)						
Lock-out	4/23/2024 4:53 PM	240423-MNT02930	0:00:27	7TH AVE	DOLORES ST	2
Public service	4/27/2024 6:04 PM	240427-MNT03020	0:05:36	TORRES ST	8TH AVE	2
Assist invalid	4/27/2024 8:55 PM	240427-MNT03026	0:04:21	CARMELO ST	9TH AVE	2
Assist invalid	4/30/2024 3:27 PM	240430-MNT03087	0:05:49	JUNIPERO AVE	VISTA AVE	2
No incident found on arrival at dispatch address	4/14/2024 8:11 PM	240414-MNT02727	0:03:30	LOPEZ AVE	2ND AVE	3
No incident found on arrival at dispatch address	4/28/2024 5:54 PM	240428-MNT03045	0:04:54	4TH AVE	CARPENTER ST	3
No incident found on arrival at dispatch address	4/29/2024 7:27 PM	240429-MNT03066	0:05:37	LINCOLN ST	13TH AVE	2
EMS call, party transported by non-fire agency	4/29/2024 9:21 PM	240429-MNT03070	0:09:39	JUNIPERO AVE	6TH AVE	2
CO Investigation with no CO found	4/19/2024 4:00 AM	240419-MNT02826	0:03:32	MISSION ST	VISTA AVE	3
9			0:04:49			
700 Series (False Alarms)						
Extinguishing system activation due to malfunction	4/17/2024 11:46 AM	240417-MNT02786	0:03:57	2ND AVE	CARPENTER ST	3
Alarm system sounded due to malfunction	4/4/2024 1:02 AM	240404-MNT02494	0:03:41	LINCOLN ST	5TH AVE	3
Alarm system sounded due to malfunction	4/17/2024 4:47 PM	240417-MNT02795	0:05:59	2ND 2SE AVE	CARPENTER	2
CO detector activation due to malfunction	4/27/2024 7:41 PM	240427-MNT03022	0:00:44	JUNIPERO AVE	10TH AVE	2
Alarm system activation, no fire - unintentional	4/16/2024 4:43 PM	240416-MNT02764	0:04:32	DOLORES ST	10TH AVE	2
5			0:03:47			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					Code 2 Calls	11
240409-MNT02601 Delay due to distance					Code 3 Calls	42
240414-MNT02714 Delay due to weather					Total # of Incidents	53
					% Under 5 Minute Response Time	95%



CARMEL-BY-THE-SEA
APRIL 2024
Response Summary Report by Incident Type

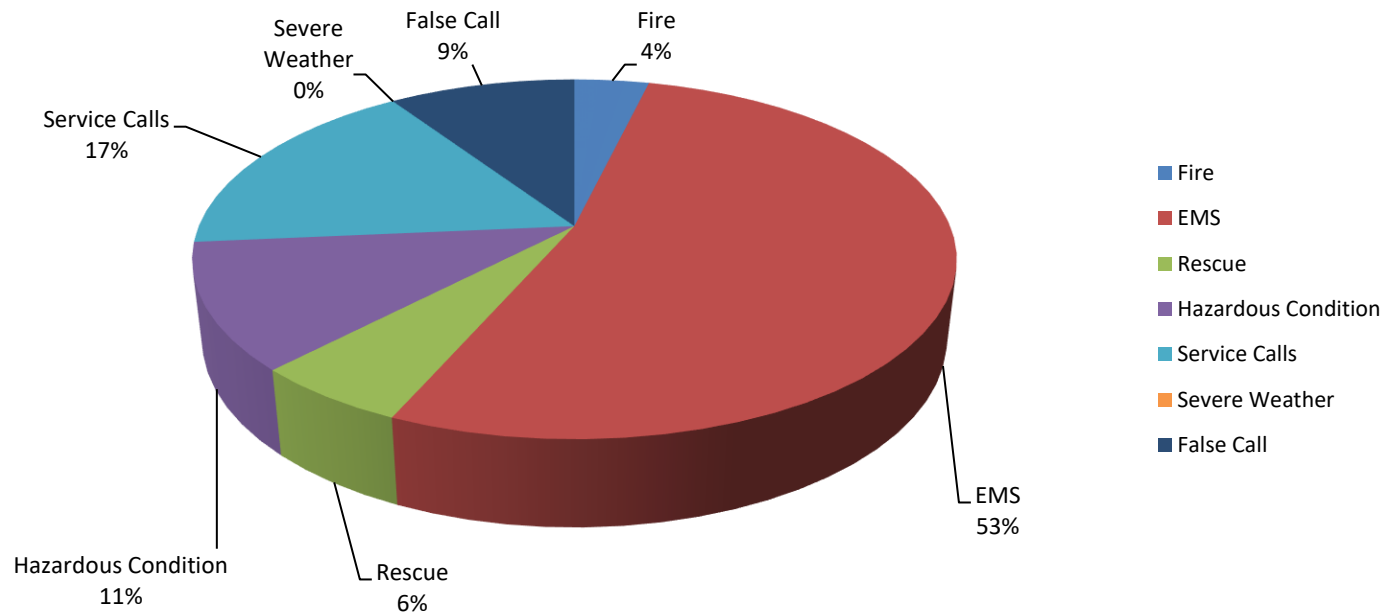


Type of Call	Number	Average Response Time
Fire	2	1:42
EMS	28	3:31
Rescue	3	2:02
Hazardous Condition	6	3:56
Service Calls	9	4:49
Severe Weather	0	0:00
False Call	5	3:47

Total Responses

53

3:17



Total Code 3 Calls:

42

Response Times for Code 3

Calls ≤ 5 minutes:

95%



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2024 To: 04/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Fire, other	4/23/2024	240424-CFA00446	00:03:59	JUNIPERO AVE	OCEAN Ave	3
		1	0:03:59			
300-321 Series (EMS)						
Emergency medical service incident, other	4/19/2024	240419-CFA00431	00:01:56	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/1/2024	240401-CFA00373	00:02:54	4 CARMEL WAY		3
EMS call, excluding vehicle accident with injury	4/3/2024	240403-CFA00379	00:03:07	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/4/2024	240404-CFA00382	00:03:31	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/5/2024	240405-CFA00388	00:04:31	CAMINO REAL ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/6/2024	240406-CFA00394	00:02:45	DOLORES ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	4/8/2024	240408-CFA00399	00:02:23	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/9/2024	240409-CFA00403	00:04:17	SCENIC RD	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/9/2024	240409-CFA00404	00:02:55	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/9/2024	240409-CFA00405	00:03:00	OCEAN AVE	LINCOLN ST	2
EMS call, excluding vehicle accident with injury	4/12/2024	240412-CFA00415	00:02:35	SANTA RITA ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/14/2024	240414-CFA00418	00:07:23	SAN CARLOS ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	4/14/2024	240414-CFA00419	00:03:07	SAN CARLOS ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/14/2024	240414-CFA00420	00:03:42	LOPEZ AVE	2ND AVE	3
EMS call, excluding vehicle accident with injury	4/15/2024	240415-CFA00423	00:01:25	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2024	240417-CFA00427	00:04:05	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/17/2024	240417-CFA00428	00:03:00	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	4/20/2024	240420-CFA00434	00:03:51	SAN CARLOS ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	4/21/2024	240421-CFA00435	00:04:25	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/23/2024	240423-CFA00442	00:03:59	JUNIPERO AVE	6TH ST	2
EMS call, excluding vehicle accident with injury	4/25/2024	240425-CFA00451	00:03:10	MISSION ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/25/2024	240425-CFA00450	00:02:37	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	4/25/2024	240425-CFA00452	00:01:21	MISSION ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	4/25/2024	240425-CFA00454	00:03:23	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/27/2024	240427-CFA00460	00:01:53	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/28/2024	240428-CFA00461	00:03:01	SAN CARLOS ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	4/28/2024	240428-CFA00464	00:03:08	LINCOLN ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/29/2024	240429-CFA00469	00:09:41	JUNIPERO AVE	6TH AVE	2
		28	0:03:28			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle accident with no injuries.	4/4/2024	240404-CFA00383	00:02:11	OCEAN AVE	CARPENTER ST	3
Motor vehicle accident with no injuries.	4/24/2024	240424-CFA00447	00:02:51	DOLORES ST	5TH AVE	3
2			0:02:31			
400 Series (Hazardous Material)						
Hazardous condition, other	4/2/2024	240402-CFA00378	00:03:57	TORRES ST	3RD AVE	3
Hazardous condition, other	4/19/2024	240419-CFA00429	00:07:16	MISSION ST	VISTA AVE	3
Hazardous condition, other	4/24/2024	240424-CFA00445	00:04:09	CASANOVA ST	9TH AVE	3
Carbon monoxide incident	4/29/2024	240429-CFA00468	00:03:37	SANTA FE ST	4TH AVE	3
Electrical wiring/equipment problem, other	4/1/2024	240401-CFA00376	00:03:41	SANTA FE ST	8TH AVE	3
5			0:04:32			
500 & 600 Series (Service Calls)						
Service Call, other	4/30/2024	240430-CFA00473	00:03:53	JUNIPERO AVE	VISTA AVE	2
1			0:03:22			
700 Series (False Alarms)						
False alarm or false call, other	4/4/2024	240404-CFA00381	00:03:47	LINCOLN ST	5TH AVE	3
Alarm system activation, no fire - unintentional	4/27/2024	240427-CFA00458	00:03:08	JUNIPERO AVE	10TH AVE	3
2			0:03:11			
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					Code 2 Calls	4
240419-CFA00429 Delayed due to distance					Code 3 Calls	35
240414-CFA00418 Delayed due to distance					Total # of Incidents	39
					% Under 5 Minute Response Time	94%
					Total Average Response Time	0:03:31



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2024 To: 04/30/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLANDS						
EMS call, excluding vehicle accident with injury	4/15/2024	240415-CFA00421	00:12:16	24911 OUTLOOK TER		2
EMS call, excluding vehicle accident with injury	4/19/2024	240419-CFA00430	00:18:14	223 PETER PAN RD		2
EMS call, excluding vehicle accident with injury	4/9/2024	240409-CFA00402	00:13:19	240 HWY 1		3
3			0:14:36			
CARMEL VALLEY						
EMS call, excluding vehicle accident with injury	4/7/2024	240407-CFA00395	00:11:26	31 HACIENDA CARMEL		3
1			0:11:26			
CYPRESS						
EMS call, excluding vehicle accident with injury	4/1/2024	240401-CFA00375	00:06:55	27720 HWY 1		3
EMS call, excluding vehicle accident with injury	4/2/2024	240402-CFA00377	00:08:10	25550 RIO VISTA DR		3
EMS call, excluding vehicle accident with injury	4/3/2024	240403-CFA00380	00:04:18	25085 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	4/4/2024	240404-CFA00384	00:05:24	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/4/2024	240404-CFA00385	00:11:51	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/5/2024	240405-CFA00389	00:06:00	26408 MISSION FIELDS RD		2
EMS call, excluding vehicle accident with injury	4/5/2024	240405-CFA00392	00:05:59	24324 SAN JUAN RD		3
EMS call, excluding vehicle accident with injury	4/6/2024	240406-CFA00393	00:05:21	26525 FISHER DR		3
EMS call, excluding vehicle accident with injury	4/7/2024	240407-CFA00396	00:06:09	24388 SAN MATEO AVE		3
EMS call, excluding vehicle accident with injury	4/8/2024	240408-CFA00397	00:07:28	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/8/2024	240408-CFA00400	00:05:28	4000 RIO RD		3
EMS call, excluding vehicle accident with injury	4/10/2024	240410-CFA00407	00:03:50	26408 MISSION FIELDS RD		3
EMS call, excluding vehicle accident with injury	4/11/2024	240411-CFA00409	00:07:03	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/12/2024	240412-CFA00413	00:07:00	26161 SCENIC RD		3
EMS call, excluding vehicle accident with injury	4/14/2024	240414-CFA00417	00:07:02	5 CROSSROADS MALL		3
EMS call, excluding vehicle accident with injury	4/16/2024	240416-CFA00425	00:04:49	3 CROSSROADS MALL		3
EMS call, excluding vehicle accident with injury	4/21/2024	240421-CFA00437	00:04:45	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/21/2024	240421-CFA00439	00:05:04	145 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	4/21/2024	240421-CFA00436	00:06:43	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/22/2024	240422-CFA00440	00:04:10	25332 FLANDERS DR		3
EMS call, excluding vehicle accident with injury	4/23/2024	240423-CFA00444	00:04:56	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/27/2024	240427-CFA00456	00:05:53	2807 PRADERA RD		3
EMS call, excluding vehicle accident with injury	4/28/2024	240428-CFA00463	00:04:06	26134 MESA DR		3
EMS call, excluding vehicle accident with injury	4/29/2024	240429-CFA00465	00:07:31	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/29/2024	240429-CFA00466	00:05:47	26135		3
EMS call, excluding vehicle accident with injury	4/24/2024	240424-CFA00448	00:06:22	26245 CARMEL RANCHO BLVD		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CYPRESS cont.						
EMS call, excluding vehicle accident with injury	4/26/2024	240426-CFA00455	00:05:51	CARMEL RANCHO LN	CARMEL RANCHO SHOPPING CENTER	3
Motor vehicle accident with injuries	4/11/2024	240411-CFA00411	00:04:59	HWY 1	CARMEL VALLEY RD	3
Motor vehicle accident with injuries	4/28/2024	240428-CFA00462	00:05:34	HWY 1	CARMEL VALLEY RD	3
Motor vehicle accident with no injuries.	4/5/2024	240405-CFA00390	00:10:00	SEVENTEEN MILE DR	DEL CIERVO RD	3
Motor vehicle accident with no injuries.	4/16/2024	240416-CFA00424	00:07:59	181 HACIENDA CARMEL		3
Public service assistance, other	4/5/2024	240405-CFA00391	00:07:41	3565 EDGEFIELD PL		2
False alarm or false call, other	4/10/2024	240410-CFA00406	00:05:22	5315 CARMEL VALLEY RD		3
False alarm or false call, other	4/24/2024	240424-CFA00449	00:08:19	3619 EASTFIELD RD		3
34			0:06:17			
MARINA						
EMS call, excluding vehicle accident with injury	4/11/2024	240411-CFA00410	00:23:53	110 GUAM RD		3
1			0:23:53			
MID COAST						
EMS call, excluding vehicle accident with injury	4/8/2024	240408-CFA00398	00:20:51	36260 HWY 1		3
EMS call, excluding vehicle accident with injury	4/21/2024	240421-CFA00438	00:10:36	34500 HWY 1		3
2			0:15:44			
MONTEREY						
EMS call, excluding vehicle accident with injury	4/1/2024	240401-CFA00374	00:06:23	41 CASTRO RD		3
EMS call, excluding vehicle accident with injury	4/12/2024	240412-CFA00414	00:13:20	820 CASANOVA AVE		3
EMS call, excluding vehicle accident with injury	4/22/2024	240422-CFA00441	00:10:27	1006 ROSITA RD		3
3			0:10:03			
PACIFIC GROVE						
Emergency medical service incident, other	4/19/2024	240419-CFA00433	00:12:18	551 GIBSON AVE		3
EMS call, excluding vehicle accident with injury	4/19/2024	240419-CFA00432	00:18:05	580 PINE AVE		3
EMS call, excluding vehicle accident with injury	4/30/2024	240430-CFA00472	00:16:15	724 PINE AVE		2
3			0:15:33			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	4/4/2024	240404-CFA00387	00:08:07	CYPRESS DR	SEVENTEEN MILE DR	3
EMS call, excluding vehicle accident with injury	4/8/2024	240408-CFA00401	00:09:38	4024 COSTADO PL		3
EMS call, excluding vehicle accident with injury	4/10/2024	240410-CFA00408	00:07:28	1500 CYPRESS DR		2
EMS call, excluding vehicle accident with injury	4/15/2024	240415-CFA00422	00:04:48	1684 CRESPI LN		3
EMS call, excluding vehicle accident with injury	4/23/2024	240423-CFA00443	00:07:57	1432 VISCAINO RD		3
5			0:07:36			
SEASIDE						
EMS call, excluding vehicle accident with injury	4/13/2024	240413-CFA00416	00:12:46	1001 TWEED PL		3
1			0:12:46			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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						Code 2 Calls	6
						Code 3 Calls	47
						Total # of Incidents	53
						Total Average Response Time	0:13:18



CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

APRIL 2024

Response Summary Report by District Type

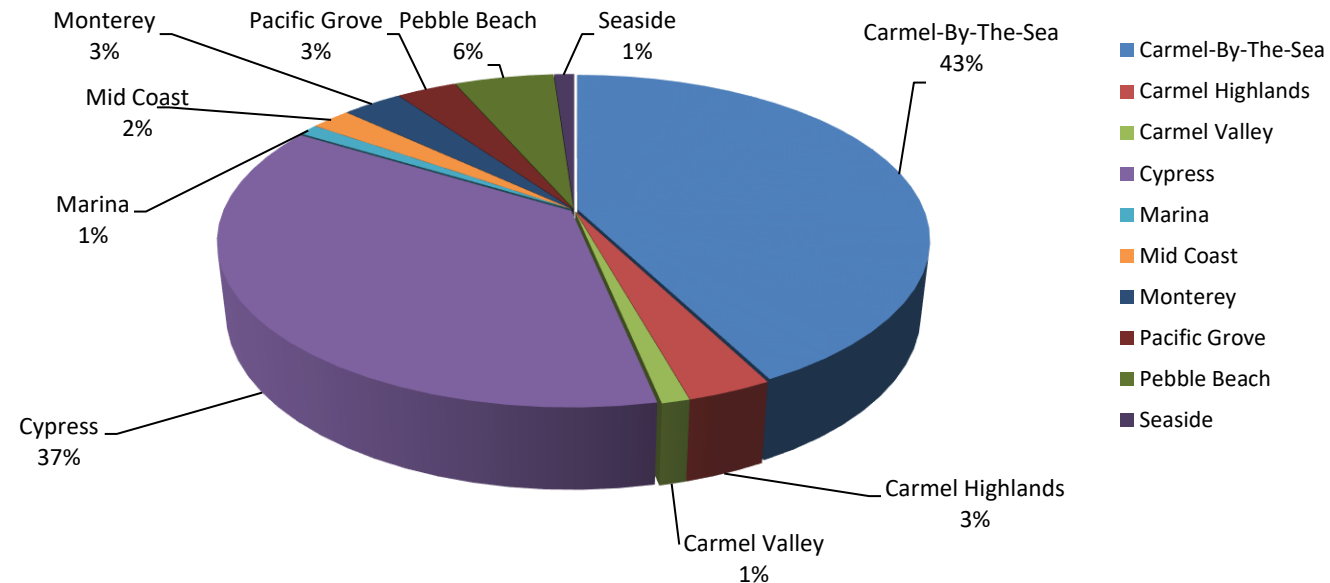


<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	39	3:31
Carmel Highlands	3	14:36
Carmel Valley	1	11:26
Cypress	34	6:17
Marina	1	23:53
Mid Coast	2	15:44
Monterey	3	10:03
Pacific Grove	3	15:33
Pebble Beach	5	7:36
Seaside	1	12:46

Total Responses

92

12:08



Total Code 3 Calls:

35

CFA Response Times for Code 3

Calls ≤ 5 minutes:

94%

CITY CLERK PRA LOG

APRIL 2024

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
2024-36	4/1/2024	4/11/2024	4/29/2024	Any emails sent from Councilmembers Ferlito and Richards containing the the words "Landwatch" for the period of February 1, 2023 to the present.	Michael McWalters	4/26/2024	requested an extension to review and produce records to April 29, 2024. Responsive records sent 4-26-2024
2024-37	4/1/2024	4/11/2024	4/29/2024	Any emails sent from Councilmembers Ferlito and Richards to City Staff , regarding the "6th Cycle Housing Element Update 2023-2031" for the period of Jan. 2, 2024 to April 3, 2024.	Charles Najarian	4/26/2024	requested an extension to review and produce records to April 29, 2024. Responsive records sent 4-26-2024
2024-38	4/4/2024	4/15/2024		Copy of Brandon Swanson's contract as Assistant City Administrator	Mary Schley	4/4/2024	record sent
2024-39	4/5/2024	4/15/2024		minute mark, Council member Karen Ferlito stated: "The City received two State grants". "We (the City) did not spend City money, other than staff time to pay for the EMC consultant". My request is: 1) How much was the total amount EMC paid to develop the Housing Element Plan for this cycle? 2) Is the EMC task completed or will there be more billings from EMC in the future regarding this housing cycle? 3) What are the names of the two State grants that Council member Karen Ferlito mentioned? 4) How much money in each of these two State grants did the City receive to offset the EMC consultants cost? 5) When were these funds received by the City and where are they reflected in the City's financial statement?	Rich Pepe	4/15/2024	Questions sent to CPB Staff to respond to. No records were identified to search for in response to the PRA.
2024-40	4/1/2024	4/11/2024		current Pitney Bowes contract	Joel Schroades	4/8/2024	records sent
2024-41	4/4/2024	4/15/2024		Building permit report for Feb and March 2024	Rolex Domengiano	4/8/2024	records sent
2024-42	4/5/2024	4/15/2024		All documents (as defined by Gov. Code section 6252(e)) and writings (as defined by Evid. Code section 250), which would include "any/all records, plans, permits, emails, etc., that you have pertaining to the trees located on the property at 26010 Ridgewood Road (APN 009-352-021)"	Kristie Campbell	4/11/2024	records sent
2024-43	4/8/2024	4/18/2024		Any Carmel-By-The-Sea Police Department records (such as event, case, arrest or citation reports, or call logs) associated with the address 2970 Franciscan Way, Carmel, CA 93923, dated between March 21, 2022, and April 8, 2024. I am seeking copies of electronic records and wish to receive them in their native electronic format.	Erik Galika, The Fresno Bee	4/26/2024	No responsive records
2024-44	4/10/2024	4/22/2024		Copy of the City's agreement with Greenwaste	Joanna Fralix	4/10/2024	sent link to agreement posted on city's website.
2024-45	4/12/2024	4/22/2024		all complaints regarding Lobos 5 SE of 2nd Ave Block:20 Lot 10 APN: 010-012-020, and the city's responses to those complaints	Sheree Hansen	4/15/2024	records sent

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
2024-46	4/8/2024	4/18/2024		Address: Junipero Street and Ocean Avenue (NE Corner - Le Petit Pali at Ocean Ave) APNs: 010-094-002-000 1. Copy of any available building records and/or certificate of occupancies issued to the property 2. Copy of any documents associated with current/former Underground storage tanks and/or generation / storage-handling of hazardous materials 3. Copy of any inspections / inspection reports associated with the property 4. Record of open / outstanding code violations from building department and/or code enforcement department 5. Record of open/outstanding fire code violations from fire department 6. Zoning information / zoning violations	Christopher Evans	4/16/2024	records sent
2024-47	4/8/2024	4/18/2024		Address: Junipero Street and 8th Avenue, APNs: 010-087-003-000. 1. Copy of any available building records and/or certificate of occupancies issued to the property 2. Copy of any documents associated with current/former Underground storage tanks and/or generation / storage-handling of hazardous materials 3. Copy of any inspections / inspection reports associated with the property 4. Record of open / outstanding code violations from building department and/or code enforcement department 5. Record of open/outstanding fire code violations from fire department 6. Zoning information / zoning violations	Christopher Evans	4/26/2024	records sent
2024-48	4/16/2024	4/26/2024		Personnel records on Joseph Headley, former Building Official (see email re: full request)	Alex Dunny, Esq.	4/25/2024	no responsive records
2024-49	4/15/2024	4/25/2024		Parcel#010087003000 (8th Ave Hotel) Junipero St & 9th Ave Carmel, CA -- Any copies of anything issued since 2021 of the following information below. · Variances, Special Exceptions, Zoning Reliefs/Waivers, or Conditional/ Special Use Permits. · Planned Unit Development including approvals, meeting minutes/agenda from the public hearing, resolutions, and other applicable ordinances. · Approved Site Plan and/or conditions of approval for building height, setbacks, parking, density, uses, and lot size. · Current open/active zoning, building, or fire code violations on file. - Please provide inspection reports and Notice(s) of Violation · Certificates of Occupancy (COs) or Temporary Certificate(s) of Occupancy (if under construction) for the shell of the building(s) and any current tenants. · Copies or evidence of any current or future plans for roadway construction, repaving/resurfacing projects, easements, land condemnation proceedings, or other such activity that would affect the placement of property lines, immediately surrounding roads, disrupt traffic flow in proximity of the Subject, and/or impede access to the property.	Jessica Goure	4/24/2024	No responsive records

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
2024-50	4/15/2024	4/25/2024		Parcel# 010-094-002-000 (Le Petit Pali Ocean) Junipero St. & Ocean Ave. Carmel, CA --- Copies of anything issued since 2021 · Variances, Special Exceptions, Zoning Reliefs/Waivers, or Conditional/ Special Use Permits. · Planned Unit Development including approvals, meeting minutes/agenda from the public hearing, resolutions, and other applicable ordinances. · Approved Site Plan and/or conditions of approval for building height, setbacks, parking, density, uses, and lot size. · Current open/active zoning, building, or fire code violations on file. - Please provide inspection reports and Notice(s) of Violation · Certificates of Occupancy (COs) or Temporary Certificate(s) of Occupancy (if under construction) for the shell of the building(s) and any current tenants. · Copies or evidence of any current or future plans for roadway construction, repaving/resurfacing projects, easements, land condemnation proceedings, or other such activity that would affect the placement of property lines, immediately surrounding roads, disrupt traffic flow in proximity of the Subject, and/or impede access to the property.	Jessica Goure	4/26/2024	no responsive records
2024-51	4/24/2024	5/6/2024		All records pertaining to interaction with the company called Axon, from 1st January 2023 to the present. These records could include emails with Axon employees, marketing materials Axon has provided, and any notes or recordings from meetings in which Axon pitched its product(s). Emails, presentations, policies, etc. regarding Draft One from 1/1/2023 to present.	MuckRock.com	4/26/2024	No responsive records
2024-52	4/22/2024	5/2/2024		APN: 010-301-025. We would like to request all building plans (whether approved or not) and pictures of the home/property over the years for this address. We have already downloaded the files available through the GIS map, but wanted to make sure we covered all basis' and located the totality of the files publicly available for this property.	Spiro Pettas	5/3/2024	records available in paper format, must make an appt. at city hall to view records. Copies of large plans are approx. \$10 per page upon request.
2024-53	4/24/2024	5/6/2024	5/20/2024	All permits associated with any paving in the City right of way on Camino Real between 7th and 8th avenue. All correspondence to/from City (including, but not limited to, emails, letters, voicemails, and text messages) relating to paving in the City right of way on Camino Real between 7th and 8th avenue whether related to specific permits or otherwise. Of particular interest would be any such permits or correspondence involving i) The property located at Camino Real, 3 NW of 8th (APN 010-265-005), ii) Professor/Dr. William (Bill) Sharpe, iii) Carmel Paving & Grading and its owner Frank Melicia.	Cody Phillips, Lombardo Law	5/13/2024	sent partial records 5-3-2024, Additional records sent 5/8/2024. Requested 14 day extension to 5/20/2024 to complete request for communications/emails.
2024-54	4/29/2024			copy of appeal of Hofsas House	Mary Schley	4/29/2024	records sent

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
2024-55	4/30/2024			emails between staff regarding field observations and findings about the Acacia pipe problem	Victoria Beach		records sent
2024-57	4/29/2024	5/9/2024		I am looking for the Ordinance that adopted the building code for a building constructed in 1939.	Laura Sanders	5/8/2024	response sent. Duplicate request.
2024-58	4/29/2024	5/9/2024		last 4-5 trees on private property that were removed after being declared a nuisance under muni code as "dead"	Kristie Campbell, Fenton and Keller	5/23/2024	records sent.
2024-62	4/30/2024	5/10/2024		Please provide all records associated with APN 010-012-020-000. We are specifically looking for all records associated with open permits on the property.	Cody Phillips	5/20/2024	requested clarification 5/16/2024. records sent

POLICE RECORDS REQUEST LOG

APRIL 2024

Request Date & Received By	10-Day Due Date	Date Completed by PSO	Requestor	Info Requested	Status
4/2/2024 ALI	04/12/2024	2-Apr	LexisNexis	Copy of Report (NONE)	Denied
4/3/2024 JK	4/13/2024	4/3 DA	Sean Tibbitts	cj1100175/CG1100686	completed
4/9/2024 ALI	4/19/2024	4-May	Niebel, Alan	Copy of Report	picked up in person
04/09/2024 ALI	4/19/2024	4/9/24 DA	LexisNexis	No Report	completed
04/15/2024 ALI	4/25/2024	04/15/2024 ALI	LexisNexis	Copy of Report	Completed
04/15/2024 ALI	4/25/2024	4/27 DA	Farrens, Stacia	CG2300476	completed
04/22/2024 ALI	5/2/2024	4/27 DA	Morales, Aurora	CG2400132	completed
4/26/2024	5/6/2024	5/2 DA	Abbott, Ingrid	CA2400170	completed
4/26/2024	5/5/2024	5/2 DA	Walker, Sallie	CG2400171	Denied
4/28/2024 ALI	5/8/2024	04/29 mw	Cecile Williamson	CA2400157	completed
04/30/2024 ALI	5/10/2024	04/30 ALI	DSS	CG1200394	completed
04/30/2024 ALI	5/10/2024	04/30 ALI	Forster, Trevor	CA2200082	completed



CITY OF CARMEL-BY-THE-SEA

Public Works Department April 2024 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	May 1, 2024
APPROVED BY:	Chip Rerig, City Administrator

City Council Special Meeting of April 1, 2024

- After receiving a presentation by Cal Am Water and Public Works, Council approved an Encroachment Permit with 70 special conditions of approval, allowing for construction of the Cal Am Dolores Water Main Replacement Project along Dolores Street, between Eighth and Santa Lucia Avenues.
- Adopted Resolution 2024-023 approving Change Orders #3 to all three of the City's on-call tree service contractors, to account for previously-budgeted services totaling \$200,000, plus \$200,000 for additional services approved in a mid-fiscal year supplemental budget appropriation.

City Council Meeting of April 2, 2024

- The Library and Public Works Directors presented an overview of the Library Master Plan for the Harrison Memorial and Park Branch Libraries, highlighting the architectural team's condition assessments of both facilities and anticipated fundraising activities for renovation projects.
- Adopted Resolution 2024-025 declaring a dead Monterey Pine tree on private property, at the southeast corner of Casanova Street and Eleventh Avenue, a Public Nuisance and establishing a subsequent Public Hearing on May 7th to receive any objections and order the City Forester to abate the Public Nuisance at the expense of the private property owner.

Forest and Beach Commission Meeting of April 11, 2024

- Announcements included:
 - Reminder for the Second Annual Earth Day/Arbor Day/Community Day event to be held at Devendorf Park on Saturday, April 20th.
 - Clarified that the terms of Chair Meyers and Vice Chair Berling expire in May. The Mayor and Mayor Pro Tem interviewed candidates for the next term, and selections are subject to approval at the May 7th Council meeting. At the June Forest and Beach Commission meeting, the Commission will seat a new Chair and Vice Chair.
- Approved a request by the Friends of Mission Trail Nature Preserve (MTNP) to replace the five existing park entry signs with new, dual display board signs arranged in a wide V configuration. One panel will display a park map with clarification of trails which may be used by bicyclists, and the other panel will allow for contemporary postings and pertinent information.
- Commissioner Kelly Brezoczky presented the results of the Urban Forest Master Plan (UFMP) Community Survey. The detailed survey results compiled from 358 respondents were included in the agenda. The presentation identified consistent themes identified in the survey, provided a deeper analysis of the data, and how it can be used in the UFMP document and management of the urban forest. This presentation is tentatively scheduled to be presented to the City Council in July.
- Discussed proposed agenda topics and speakers for the 2nd Public Workshop for the UFMP which is scheduled for May 22nd at 6:00 pm at Sunset Center Carpenter Hall.
- The City Forester presented the Forester's Report for March 2024.
- The Public Works Director presented the Public Works Department Report for March 2024.

Administration

- Beau King joined the Public Works team as a Maintenance Worker effective April 16th. With a wide range of infrastructure and landscaping expertise and local knowledge, Beau hit the ground running.
- For development of the Fiscal Year (FY) 2024/25 Capital Improvement Program (CIP):
 - Prepared written project descriptions for 8 Vehicle and Equipment Fund projects and 26 Capital Fund projects which will be included in the FY 2024/25 Budget Book
 - Updated the 5-year CIP spreadsheet and 5-year CIP funding needs summary
 - Prepared a matrix of all carryover and potential new CIP projects for the May 9th Planning Commission's General Plan Consistency Review
 - Compiled answers to some questions asked at the 2nd CIP review meeting on March 26th
 - Met with Sunset Center's Executive Director to review all active and proposed capital improvement projects at Sunset Center, and to discuss the annual project request process
 - Prepared a preliminary Project Manager Assignment List based on Council's anticipated adoption of the FY 2024/25 CIP which includes 13 new PW-oriented projects. The draft list earmarks 4 new projects to consultants with the remaining projects distributed to PW managers. The list will be revised should the budget for a second Project Manager be approved for FY 2024/25 and a candidate joins the PW team, after which the use of project management consultants will promptly begin to be phased out.
- Recommended Operating Budget requests for five Public Works divisions for FY 2024/25. Completed Budget book narratives including the PW Department description, accomplishments of FY 2023/24, and key objectives for FY 2024/25.
- Continued to coach a Carmel High School student regarding a proposed bike route project for the May 1st Mock Council meeting.
- Served on a Selection Committee with the City Clerk, Library Director, and IT Manager to review two proposals received for a new Agenda Management System. Tentatively selected CivicPlus as the new system and observed a demonstration from the vendor.
- Met with Wave Broadband regarding their ongoing public outreach efforts prior to the June Council reconsideration of the Encroachment Permit with Special Conditions of Approval for their fiber optic project. Also received Wave's letter addressing several public concerns about their project.
- Notified Otis Elevator Company of the City's cancellation of a 23-year old maintenance service contract for servicing the Park Branch Library dumbwaiter which was unused for a decade and recently decommissioned. Summarized the remaining accounting including a recap of disputed invoices.
- Compiled disadvantages regarding an optional Uniform Public Construction Cost Accounting Act methodology, and notified the City Attorney that this system should not be further pursued at this time.
- Department wide trainings over the past few months included: harassment, defensive driving, and principles of ergonomics. A new training topic is assigned to all PW staff each month.

Carmel Cares and Other Volunteer Groups

- Met with Friends of the MTNP to discuss scope, schedule, and costs associated with a potential new capital improvement project to begin in FY 2024/25 called the "Doolittle Bridge and Trail Realignment." This footbridge was previously referred to as Laiolo Bridge. The Friends will contribute to the project.
- For the Ocean Avenue Median Islands Project approved in March by the Forest and Beach Commission, Carmel Cares and staff cleared the island between Dolores and Lincoln Streets, removed several tree stumps, repaired electrical lighting issues, placed 42 new boulders, and purchased landscaping materials.
- Carmel Cares prepared "pilot" areas along the Scenic Pathway to illustrate proposed, intermittent upgrades including: extending redwood barrier rails, widening the pathway, replacing/adding decomposed granite, installing stone edging, and other minor modifications to the Pathway. Also prepared a map, photos, and narrative to support a staff report for approval of the improvements for the Forest and Commission meeting on May 9th.
- Repaired a fallen portion of wooden fence at Forest Theater.
- "Downtown Detail" volunteers continued to clean and improve the downtown area, notably restoring planter boxes in front of Bistro Giovanni.
- "Median Minders" volunteers continued to improve medians across the Village.

Environmental Programs

- The second annual Earth Day/Arbor Day//Community Day, held on April 20th in Devendorf Park, was a huge success! The event included 37 booths staffed by a wide variety of environmental, sustainability, public safety, and community-oriented partners, as well as farmers market vendors.
- Prepared a Proclamation for the May 7th Council meeting declaring May 19-25 as National Public Works Week in Carmel.
- Gave a presentation at the Forest and Beach Commission meeting, and obtained approval, for Friends of MTNP to install five new, dual entry signs in wide V configurations, to show MTNP trails map and a place for posting announcements. Signs will be funded by the Friends of MTNP.
- For the Coastal Engineering Study, Phase 2, reviewed a draft Community Engagement Plan and provided comments.
- Also, for the Coastal Engineering Study, Phase 2, submitted the first quarterly report for the \$500k Local Coastal Program grant to the Coastal Commission for reimbursement of initial expenses. Report was approved.
- Coordinated with ReGen Monterey and consultant HF&H to review GreenWaste Recovery's requested rate change for FY 2024/25. GWR's initial request of 3.95% was reduced to 3.59%.
- Updated the inventory of outdated, trash-only squirrel cans, and verified that 31 remain. Issued a Purchase Order for 10 more dual, trash and recycling, ribbon style containers. Next fiscal year, the remaining 21 trash cans will be replaced with new ribbon style containers.
- Executed and filed the CEQA Notice of Exemption for the Cal Am Dolores Waterline Project.
- Prepared a map and schedule for placement of portable toilets, sinks, and additional trash bins at five locations along Scenic Road during summer season holidays and events. Previously, complaints were received that portable toilets and trash bins were always placed at just one or two locations.
- Friday Letter public service announcements included:
 - Ocean Friendly restaurants
 - Plastic Pollution training
 - Snapshot Day (water quality for water entering the Monterey Bay Marine Sanctuary)

Facility Maintenance

- Successfully completed the ADA Upgrade Project, Year 6 (CIP), after ADA-compliant railings for the Harrison Memorial Library tree wells on Sixth Avenue were installed by the contractor and painted.
- Just hours before a Pac Rep production at the Forest Theater stage, the Lutron lighting system went out. A very responsive electrician came out and quickly made the repairs. The show went on!
- Coordinated with a Verizon subcontractor to complete installation of a utility box in a paver sidewalk next to Sunset Center.
- Electrical Contractor installed new circuits from the backup generator at the Park Branch Library to accommodate storm shelter facilities during power outages. New wiring will power up two heaters, backup sump pumps, and additional power receptacles.
- Building Contractor installed new evidence lockers into a non-bearing wall in the Police Station.
- Completed repairs to the wooden beach access steps at Martin Way and provided beach stairs open/use caution signs. A new handrail is currently being fabricated.
- Approved quote and issued a Purchase Order for contractor to replace a damaged Public Works Garage rollup door with a new door for \$28k.
- Approved quote and issued a Purchase Order for contractor to repair Fire Station roof damage over the hose room.
- Investigated and fixed a sewer leak at the Fire Station.
- Repaired the Police roof lightning system to ground the antennae and roof from lightning strikes.
- Painted stair noses at Vista Lobos to enhance visibility and safety.
- Troubleshooted a faulty alarm at Forest Hill Park with Sentry Alarm and IT.
- Obtained quotes for epoxy coating and painting of the garage bay floor in the Fire Station. This project will be postponed into next fiscal year, and completed one bay at a time, rather than all at once, to minimize disruption.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project:
 - Project Team met with Council Ad Hoc committee to review results of the March 29th public tours of the Carmel and new Salinas police stations, and discuss next steps to advance the Project
 - Council Ad Hoc committee thanked attendees of the public tours and notified them of the next listening session on May 2nd
 - Met with Representative Jimmy Panetta's staff regarding funding and timing for possible federal appropriations to support construction funding. Grant may be pursued next year.
 - Issued Notice to Proceed to 4Leaf for additional project management services in the amount of \$31,473 utilizing remaining budget in the Professional Services Agreement (PSA)
 - Prepared a draft Amendment #1 to the PSA with 4Leaf to extend services effective in FY 2024/25 and received edits from the consultant. Amendment slated for Council approval in July.

Ausonio, Inc. Projects:

- For the Sunset Center North Wing and Harrison Memorial Library Exterior (and partial interior) Painting Project, contractor Color New Co. completed hazardous materials abatement and exterior painting for both buildings. Several change orders were processed to address minor extra work items, and punch lists were prepared. These projects are now substantially complete - below budget and well ahead of schedule.
- Contract and bid documents were completed for re-bidding the City Hall Roof Replacement Project. The project will be advertised for construction bids effective May 3rd, and the bid opening is scheduled for June 6th.
- For the Sunset Center Retaining Walls Repair Project, ZFA Structural Engineers (ZFA) is completing their 90% plans and technical specifications.
- For the San Antonio Pathway Repair Project, Second to Fourth Avenues, ZFA are completing their 90% plans and technical specifications.
- On-call structural engineering consultant, ZFA, submitted a preliminary proposal to perform a structural condition assessment for the Lincoln Street/Fourth Avenue wooden trestle bridge, which is a proposed FY 2024/25 CIP. The proposal was overly simplified and returned for modifications.
- For the Sunset Center Portico Design Project, Ten Over Studio's fourth, hybrid concept design was selected as the "best fit" by the Project Team. Because construction funding is not being considered in the FY 2024/25 CIP Budget, the architect will complete their 30% plans based on the selected concept, and cease work. When funding resumes, the design will need to be completed and reviewed by the Historic Review Board.

Wallace Group Projects:

- For the FY 2023/24 City-wide Paving Project, Wallace Group submitted the 65% complete plans for City review. The construction cost estimate for the 5 pavement overlays, 21 slurry seal streets, and 5 sidewalk repairs included in the project was reduced slightly to \$1.15M.
- Wallace Group will also prepare a proposal to incorporate 4 bid additives that were not awarded from the FY 222 Paving Project, plus the San Antonio/Ocean Avenue intersection, into the plans and specifications package with the FY 24 Paving Project. The combine street improvement project (renamed the "Conglomerate Paving Project for FY 2024/25") has a cost estimate of \$2.8M.

Additional Capital Improvement Projects:

- For the \$1.14M, FY22 City-wide Paving Project, MPE completed punch list items associated with four large sidewalks repairs along Mission, Dolores, and San Carlos Streets, and installed a cobblestone curb along a portion of San Carlos Street north of Fifth Avenue. The project advanced into the final third phase in April with thermoplastic removals and crack sealing along Junipero Street, between Fourth and Ocean Avenues, and along San Carlos Street, between Eighth and Thirteenth Avenues. Micro-surfacing of these roadways is scheduled for May 1st, followed by striping and markings.

- For the MTNP 3 Drainage Projects, which includes drainage piping near the Rio Road entrance, an 85-foot boardwalk over a bog, and reconstruction of a large swale, all seven bids received at a public bid opening held on March 19th were deemed responsive. A Staff Report, Resolution, and PowerPoint presentation were prepared for the May 7th meeting for Council to award all three projects, with contingency, for an amount not to exceed \$433,818.
- Also, for the MTNP 3 Drainage Projects, completed negotiations with Dudek for environmental monitoring and reporting services during construction as required by the three regulatory agency permits. Amendment No. 1 to the PSA with Dudek was executed.
- For the Cal Am Water Dolores Water Main Replacement Project, the encroachment permit was issued, and the preconstruction meeting was set for early May.
- For the Sunset Center Carpenter Hall Heater Replacement Project, the contractor notified us that the custom-built unit was delayed by the manufacturer by 2 months. To expedite shipping and installation to complete the project this FY, a \$3k change order was authorized. The project is still under budget.
- For the 4 City-wide Drainage Improvement Projects, a plat and legal description were prepared, and the corners staked, for a proposed drainage easement for the outlet at the south end of Santa Fe Street, south of Eighth Avenue, to allow for discharge into the MTNP creek. Also coordinated with PG&E Gas and AT&T who marked out their utilities along Santa Fe Street. Staff will pothole 4-5 locations to confirm avoidance of conflicts with the proposed drain pipe. Design plans remain at 90% complete.

Street Maintenance

- Completed the installation of post and rail cedar wood fence along Ocean and San Antonio Avenues at the boundary of the North Dunes Habitat Restoration site. The 675-foot long fence included 84 posts and 228 rails.
- For the concrete beach access stairs at Eighth, Tenth South, Eleventh, and Thirteenth Avenues and Santa Lucia Avenue, completed the final punch list items of minor repairs while the stairs were open.
- Installed a no parking post at San Antonio and Eleventh Avenues as requested by the Traffic Safety Committee.
- Spread 42 cubic yards of wood chips at the Big Sur Marathon facilities near Rio Road and Highway 1.
- Met with the Carmel Area Wastewater District to coordinate CAWD's proposed "Bridge to Everywhere" Project. The project will be partially located in the City-owned Rio Park property currently used as a staging area for wood chips, logs, and other materials. These materials will be repositioned over time to accommodate CAWD's proposed trails through the site.
- Started filling in tree wells in the downtown area with decomposed granite, for safety reasons.
- Custom-crafted wood frame backings for six Stop signs along Ocean Avenue.
- Began the Annual Traffic Painting Program, starting with white crosswalks, Stop legends, and bars in residential areas and moving towards the downtown area.
- Continued making priority sidewalk repairs and filling in pavement potholes.
- The new electric street sweeper was temporarily out of service while a broken cable was repaired. Also, an employee accidentally damaged, and likely totaled, an old pick up truck that was scheduled to be replaced in FY 2025/26.

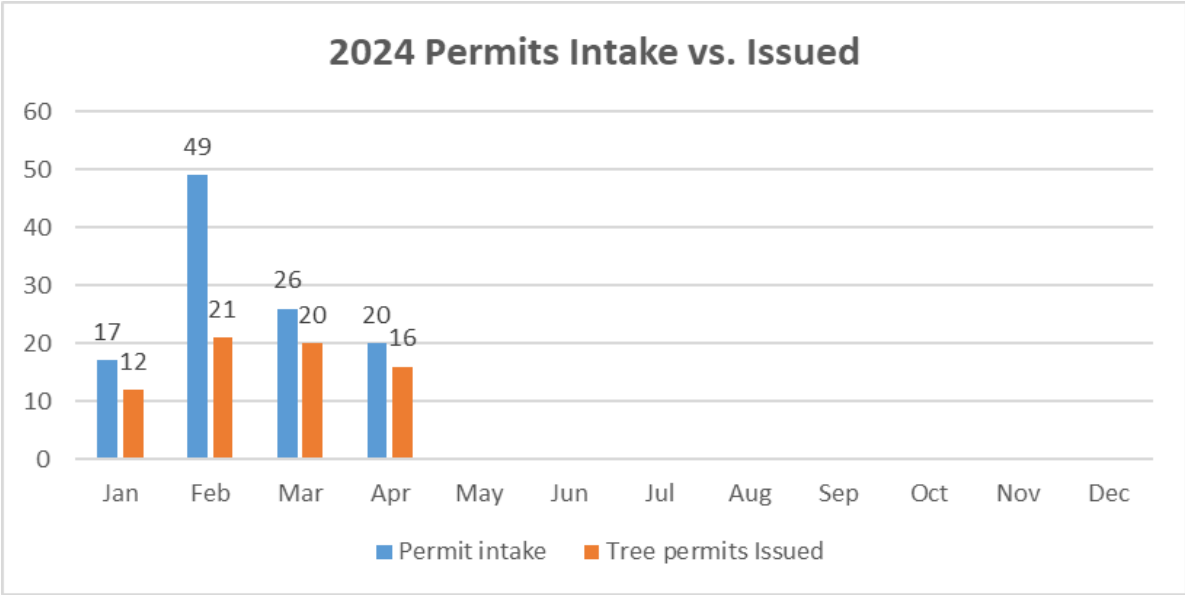
Forestry, Parks, and Beach

- As part of the FY 2024/25 Forestry operating budget, staff proposed a three year "catch up" plan to eliminate the significant backlog of nearly 400 dead trees and 886 stumps. The estimated cost for removals of \$3.6M would be funded over the next 3 fiscal years, subject to City Council approvals.
- In an effort to encourage dead tree removal throughout the City, Forestry and Finance developed a new fee for the FY 2024/25 Fee Schedule to be considered by Council at the May 7th meeting. The proposed "Dead Tree Removal Permit" fee of \$200 would be the same cost as the fee for a Tree Evaluation and is less than the Tree Removal Permit fee of \$682.
- Presented the staff report at the April 2nd Council meeting requesting Council to declare a private, dead Monterey Pine tree, at the southeast corner of Casanova Street and Eleventh Avenue, a Public Nuisance. Also prepared Staff Report and Resolution for the May 7th meeting for Council to order the removal of the Public Nuisance at the expense of the private property owner.

- For Arbor Day, in Devendorf Park, planted a redwood tree and a Coast live oak, the latter in memory of Janice Bradner, a dedicated Carmel Cares “Downtown Detail” lead volunteer.
- In conjunction with Street Maintenance crews, as a pilot project, installed two adjacent rubberized tree wells around new trees planted within the new paver sidewalk on the west side of San Carlos Street, north of Fourth Avenue. Public comments have been quite positive, and two more tree wells are being scheduled.
- Received and began review of the first draft UFMP prepared by Davey Resource Group.
- With \$18,000 remaining in the FY 2023/24 budget in the contract with our on-call landscape maintenance contractor, Town & Country, identified extra work task orders including: installation of a mainline irrigation system in the Ocean Avenue medians, additional fire fuel reduction along Junipero Street medians and at Pescadero Canyon slopes, and limited invasive removal in the MTNP.
- The 3 tree contractors removed 15 stumps under contract Task Orders. Additional task orders for stumps and trees will be issued the first week of May.
- In March, Forestry crews planted 17 new trees, picked up 5 piles of logs left behind by PG&E line clearing crews, removed 7 fallen, dead or hazardous trees, pruned 30 trees, and removed 2 stumps.
- Began to remove dead trees and stumps along San Carlos Street, between Eighth and Thirteenth Avenues. Approximately 10-12 new trees will be planted along this corridor following the paving project and designation as a shared bike/truck route in early May.
- The Encroachment Permit was issued to the Leadership Carmel Class of 2024 for their Scenic Pathway near Eighth Avenue Overlook Legacy Project, as approved by the Forest and Beach Commission. Construction to begin in May.
- Forestry crews attended Electrical Hazards Awareness and Advanced Rigging Training.

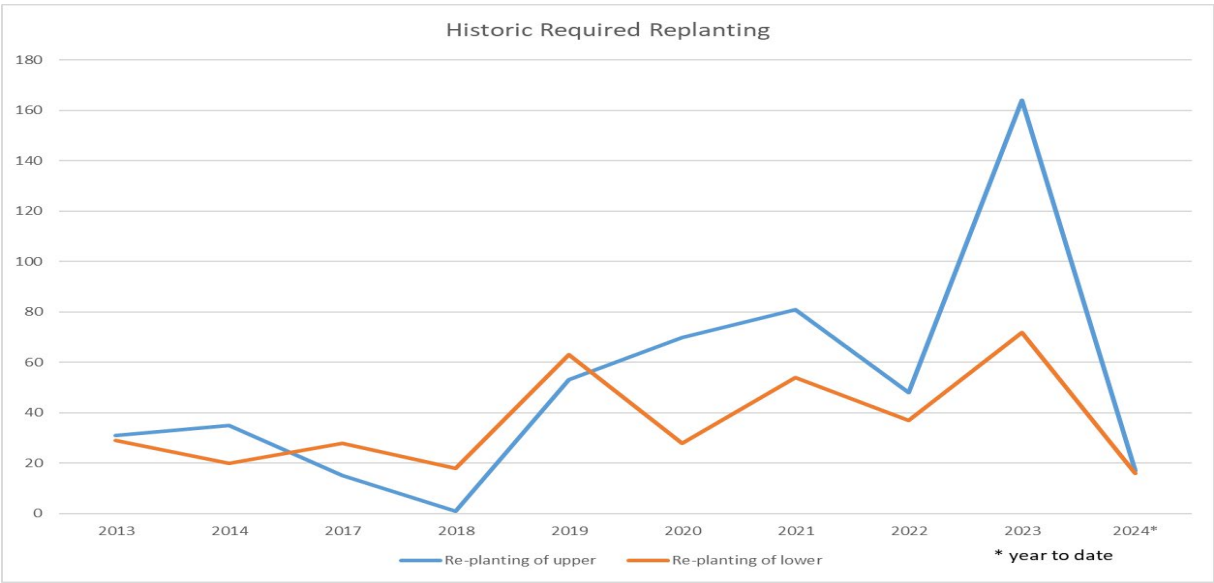
Permit Information

2024 Permitted removals, pruning, and required planting												
	Tree permits received	Tree permits Issued	Site Inspections Performed	Total Prunings	Total Removals	Removal of Upper	Removal of Lower	Required to Plant Upper	Required to Plant Lower	No room for new tree	Meets Density Rec.	Total Number of Trees Required
January	17	12	1	4	8	6	2	5	1	0	2	6
February	49	21	4	6	21	11	10	3	3	0	0	6
March	26	20	3	5	27	14	13	4	7	0	0	11
April	20	16	3	3	15	8	7	5	5	0	0	10
May												
June												
July												
August												
September												
October												
November												
December												
2024 Totals	112	69	11	18	71	39	32	17	16	0	2	33

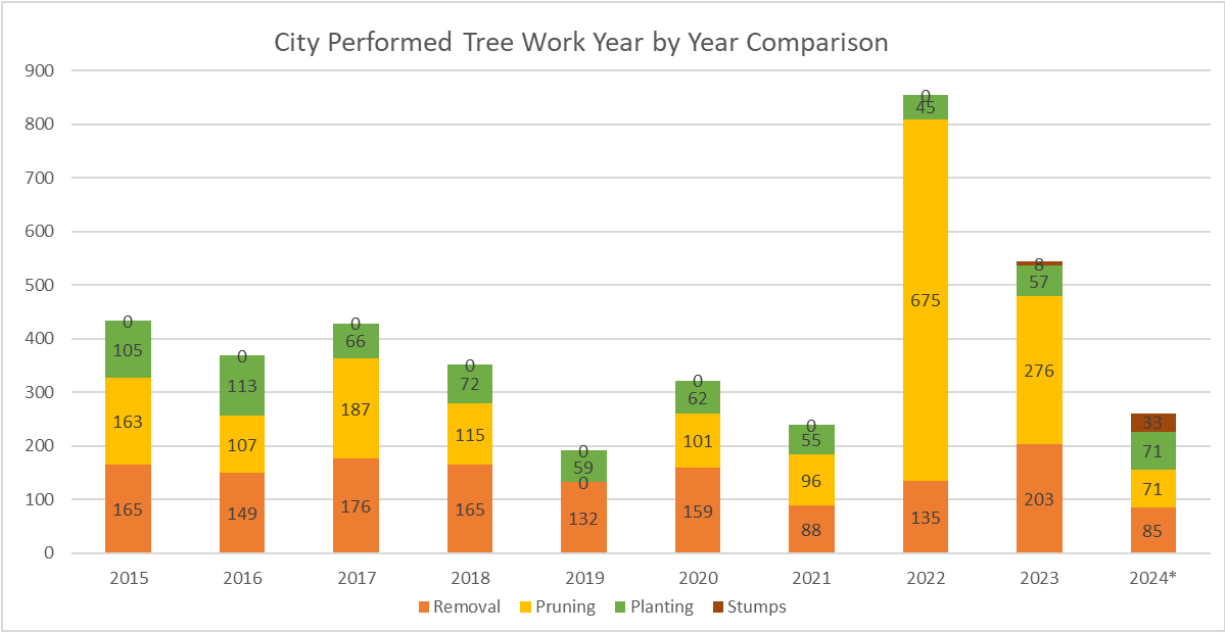


Historic permitted removals and required planting		
	Re-planting of upper	Re-planting of lower
2013	31	29
2014	35	20
2017	15	28
2018	1	18
2019	53	63
2020	70	28
2021	81	54
2022	48	37
2023	164	72
2024*	17	16
	*year to date	

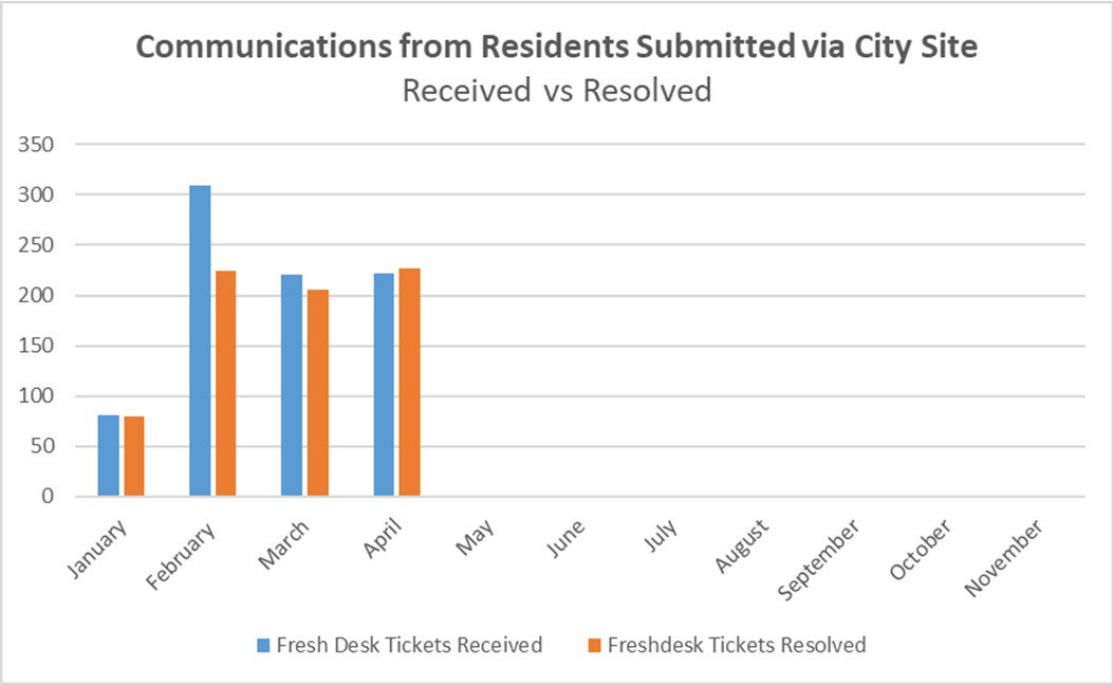
Historic permitted removals and required planting								
Year	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	149	82	67	85	48	37	57.05%	155
2023	324	211	113	223	164	72	68.83%	336
2024	71	39	32	33	17	16	46.48%	112



City Forestry, Parks, and Beach Activities



*Year to date



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



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

June 3, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: April 2024 Check Register Summary

RECOMMENDATION:

Approve the check register for April 2024.

BACKGROUND/SUMMARY:

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

Per the California Supreme Court's decision in the case of Los Angeles County Board of Supervisors v. Superior Court (Dec. 29, 2016) (2016 WL 7473802), the check register excludes the specific invoice payments for legal services incurred for pending and active investigations, pending and active litigation, as well as recently concluded matters. The Supreme Court has ruled that these specific invoices are protected under attorney-client privilege and therefore are not subject to disclosure under the Public Records Act.

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

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

FISCAL IMPACT:

The check register summary for April 2024, totals \$1,669,734.90.

PRIOR CITY COUNCIL ACTION:

Council ratified the March 2024 check register at the May 6, 2024 special council meeting.

ATTACHMENTS:

Attachment 1) April 2024 Check Register

April 2024 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 _____				
53216	County of Monterey-Treasury Division	March 2024 collections	04/10/2024	4,675.00
53300	Monterey County Convention & Visitors Bureau	TID Jan Feb 2024	04/18/2024	78,018.93
53323	Visit Carmel	CHID Jan Feb 2024	04/18/2024	169,748.49
Total for Department: 000 _____				252,442.42
Department: 110 City Council				
53191	Peninsula Messenger LLC	Mail service sorting and delivery	04/02/2024	7,216.00
53214	Central Coast SBDC	Community grant	04/10/2024	5,000.00
53232	City of Carmel Petty Cash	Council retreat and meeting refreshments	04/10/2024	179.45
53268	Bobby Richards	3/9-3/12/2024 League of Ca Cities Wash DC	04/18/2024	2,598.25
53322	US Bank	Catering exp-Council retreat	04/18/2024	578.07
Total for Department: 110 City Council				15,571.77
Department: 111 City Administration				
53186	AT&T	Telephone service citywide	04/02/2024	2,355.69
53188	J 4 Systems	System moderization and resiliency services directed by IT Amend	04/02/2024	427.50
53192	Universal Staffing Inc	Temporary staffing services:A Malone	04/02/2024	3,660.00
53193	Verizon Wireless	Cell phone sales and usage	04/02/2024	3,097.03
53217	Digital Deployment	Website support agreement:Maint, training, security and updates	04/10/2024	700.00
53220	Hinderliter, De Llamas & Associates	Sales/transactions tax auditing services	04/10/2024	1,602.30
53221	IAMP Pro Audio/Anthony J. Nocita	Set-up, live production, associated support of city meetings and	04/10/2024	2,769.85
53228	Office Depot, Inc.	Admin Office supplies	04/10/2024	526.17
53232	City of Carmel Petty Cash	Reimburse for expenses:Postage	04/10/2024	54.25
53238	Roundstone Solutions, Inc	Server update and consolidations project	04/10/2024	6,975.00
53240	SRS Private Investigations	Private investigator services	04/10/2024	175.00
53244	Universal Staffing Inc	Temporary staffing services: A Malone	04/10/2024	1,830.00
53266	AT&T	Telephone service citywide	04/18/2024	1,046.42
53267	AT&T	Router & misc services-Junipero Ave	04/18/2024	1,018.67
53273	Chavan and Associates, LLC	Financial auditing services	04/18/2024	11,000.00
53277	Comcast Business	NonNGEN internet and recurring charges	04/18/2024	644.40
53278	Copies By-The-Sea	Agenda printing services	04/18/2024	471.79
53293	J 4 Systems	System moderization and resiliency services directed by IT Amend	04/18/2024	80.00
53302	MRC	Printer usage fees-All departments	04/18/2024	536.81
53308	Quality Print & Copy	Printing service-Business cards,stationary,envelopes	04/18/2024	92.86
53321	Universal Staffing Inc	Temporary staffing services: A Malone	04/18/2024	2,070.00
53322	US Bank	NYT Subscription	04/18/2024	40.00
53322	US Bank	Council retreat lunch expense	04/18/2024	309.48
53322	US Bank	Admin meeting expense	04/18/2024	10.00
53322	US Bank	APA Recruiting Services	04/18/2024	295.00
53322	US Bank	HR Subscription - Metrofax	04/18/2024	11.95
53322	US Bank	HR Subscription - LiebertCass	04/18/2024	1,000.00
53322	US Bank	Hyatt - HR Conference - M Bermudez	04/18/2024	1,286.76
53322	US Bank	Hyatt - HR Conference - B Swanson	04/18/2024	400.06
53322	US Bank	City Clerk training - J Menig	04/18/2024	250.00
53322	US Bank	CPS HR Consulting refund	04/18/2024	-310.00
53322	US Bank	Lunch with Fire Marshall	04/18/2024	76.06
53322	US Bank	Testing expense - language services	04/18/2024	165.00
53322	US Bank	IT conference travel	04/18/2024	197.88
53322	US Bank	IT lunch meeting	04/18/2024	46.31
53322	US Bank	IT Subscriptions - Miscrosoft, Adobe, Zoom, Backblaze, Google	04/18/2024	3,289.40
53322	US Bank	Subscriptions - Constant Contact	04/18/2024	81.00
53322	US Bank	IT materials and supplies	04/18/2024	152.30
53322	US Bank	IT telephone expense	04/18/2024	1,498.90
53325	Xerox Financial Services	Xerox copier leases citywide	04/18/2024	1,452.53
53328	Alhambra	Water service-City Hall	04/25/2024	183.86
53334	Carmel Pine Cone	Legal noticing	04/25/2024	435.00
53336	Chris Wilson Plumbing	Refund permit fees	04/25/2024	6.41
53338	Comcast	City Hall Cable service	04/25/2024	68.51
53340	Corbin Willits System	MOM Financial system monthly fee	04/25/2024	720.79
53352	J 4 Systems	System moderization and resiliency services directed by IT Amend	04/25/2024	95.00
53355	LIUNA, Local 792	NSF fee due to check numbering error	04/25/2024	9.00
53359	Monterey County Clerk	J Menig Notary oath fee	04/25/2024	50.00
53369	US Bank	Job posting expense - CSMFO	04/25/2024	275.00
53369	US Bank	Job posting expense - CSMFO	04/25/2024	135.00
Total for Department: 111 City Administration				53,364.94
Department: 112 City Attorney				

53187	Burke,Williams & Sorensen, LLP	City Attorney services-Labor negotiations	04/02/2024	72,147.50
53210	Best Best & Krieger, Attorney At Law	Legal fees:Telecommunications issue, Verizon litigation	04/10/2024	3,773.00

Attachment 1

Total for Department: 112 City Attorney	75,920.50
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Department: 115 Community Planning & Building

53226	Monterey County Clerk	CEQA document: Mitigated Negative Dec. (MND), plus process fee	04/10/2024	2,966.75
53270	Brandon Swanson	Reimburse for expenses:E Kort Online Course UCD-personal credit	04/18/2024	1,995.00
53290	Harris & Associates, Inc	In-office staffing expense:Planning Support	04/18/2024	49,275.00
53306	Pictometry International Corp	Eagleview: Pictometry-hosted custom imagery libraries.	04/18/2024	1,600.00
53322	US Bank	CA Preservation Training: Karyl Hall, M. Waffle, K. Wallace	04/18/2024	192.74
53345	EMC Planning Group, Inc	FY 23-24: REAP Grant - - 6th Cycle Housing Element	04/25/2024	13,706.58
53346	Engineered Fire Systems	FY 23-24: Fire Systems Review (revenue offset)	04/25/2024	437.50
53347	FedEx	Shipping: Volume Study Plans, 03-15-2024	04/25/2024	45.78
53351	Iron Mountain	CP&B: Records storage and management services	04/25/2024	1,044.44
53357	Minuteman Press	Business Cards: Duane Dauphinee, 1,000 qty.	04/25/2024	2,755.17
53360	Office Depot, Inc.	CP&B Office Supplies	04/25/2024	171.28
53369	US Bank	City Clerk training - L Young	04/25/2024	250.00
53369	US Bank	APA & AICP Membership - Waffle	04/25/2024	1,018.27
53369	US Bank	APA & AICP Membership - Wallace	04/25/2024	692.00
53369	US Bank	Best, Best & Krieger- Ethic Continuing education	04/25/2024	75.00
53369	US Bank	Accesstoolkit.com annual subscription	04/25/2024	199.00
53369	US Bank	Monterey Bay Chapter ICC dues	04/25/2024	300.00
53369	US Bank	NFPA National Fire membership	04/25/2024	175.00
53369	US Bank	Conference registration	04/25/2024	300.00

Total for Department: 115 Community Planning & Bu	77,199.51
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Department: 116 Police

53206	Alhambra	Water service-Police Dept	04/10/2024	156.67
53213	Carmel Towing & Garage	PD Fuel charges	04/10/2024	4,736.20
53218	Gerald Maldonado	Reimbursement for Supervisor Course training 4/14-4/26/24	04/10/2024	3,423.72
53222	Intoximeters	Breathalyzer mouthpieces	04/10/2024	261.20
53224	Michael Bruno	Reimburse for Supervisor Leadership Institute training	04/10/2024	496.68
53235	Point Emblems	Police Dept-Badges and insignia	04/10/2024	298.13
53237	Proforce Law Enforcement	Ammunition	04/10/2024	12,383.71
53241	T2 Systems, Inc	Automated owner lookups-Mail services	04/10/2024	149.01
53245	US Bank	Veritas Truth Verification	04/10/2024	700.00
53245	US Bank	PD promotional items	04/10/2024	905.79
53245	US Bank	Embroidery and Glock sight set x3	04/10/2024	494.85
53245	US Bank	Fuel	04/10/2024	81.52
53245	US Bank	Glock training	04/10/2024	250.00
53245	US Bank	Chief meeting	04/10/2024	51.58
53245	US Bank	Storm needs - Safeway, Chipotle	04/10/2024	171.24
53246	Veritas CVSA Truth Verification Services	PD: Professional services	04/10/2024	350.00
53276	Comcast	PD Cable services	04/18/2024	34.56
53280	County of Monterey, Dept of Emerg Communications	Alert & Warning System Supp invoice FY 23-24	04/18/2024	233.00
53281	Department of Justice/Accounting Office	PD:Fingerprinting and misc ID services	04/18/2024	64.00
53285	Evident	Safety tests and supplies	04/18/2024	85.00
53294	Javier Auto Services	PD Auto Repairs	04/18/2024	1,679.42
53301	Monterey County Sheriff-Coroner	Criminal Justice Information System fees	04/18/2024	68,650.73
53314	Summit Uniforms	PD Uniform purchases	04/18/2024	462.66
53319	Transunion Risk & Alterna	PD: Monthly fee for information services	04/18/2024	75.00
53338	Comcast	PD Cable services	04/25/2024	448.40
53341	Critical Reach, Inc.	APBnet Annual Support fee	04/25/2024	250.00
53342	Deanna Dickman	Reimburse for VIPS expenses: Trader Joes and Luckys	04/25/2024	125.05
53344	Department of Justice/Accounting Office	PD:Fingerprinting and misc ID services	04/25/2024	17.00
53363	Rydin Decal	Decals PD	04/25/2024	972.55
53364	Salinas Valley Pro Squad	PD Uniform and service clothes	04/25/2024	79.74
53367	Swift Car Wash	Car washes Police Dept	04/25/2024	120.00

Total for Department: 116 Police	98,207.41
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Department: 117 Fire

53209	American Supply Company	Fire Dept janitorial supplies	04/10/2024	119.08
53213	Carmel Towing & Garage	Fire Dept. Gas Expense (E15)	04/10/2024	491.20
53215	County of Monterey IT Dept	IT Tech billing	04/10/2024	598.00
53225	Mission Linen Service	Fire Dept laundry service	04/10/2024	247.24
53263	Alhambra	Water servoce Fire Dept	04/18/2024	211.13
53298	Mission Linen Service	Fire Dept laundry service	04/18/2024	123.62
53327	Alert-All Corp	Fire Dept:Community promotion items	04/25/2024	152.95
53358	Mission Linen Service	Fire Dept laundry service	04/25/2024	123.62

Total for Department: 117 Fire	2,066.84
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Department: 118 Ambulance

53213	Carmel Towing & Garage	Amb Dept. Gas Expense (7166)	04/10/2024	748.75
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53231	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	04/10/2024	125.11
53245	US Bank	LogRx Invoice 2023-79	04/10/2024	50.00
53264	Altius Medical	Medican/bio hazard waste disposal	04/18/2024	103.00
53289	Golden State Truck & Trailer	Ambulance repairs Ford F450 Lic 1344777	04/18/2024	2,581.75
53331	Bound Tree Medical LLC	Medical supplies	04/25/2024	650.61
53348	Golden State Truck & Trailer	Ambulance repairs	04/25/2024	3,127.87
53371	Wittman Enterprises, LLC	Ambulance billing service	04/25/2024	2,584.62

Total for Department: 118 Ambulance	9,971.71
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Department: 119 Public Works

53189	Monterey County Clerk	Filing fee Monterey County	04/02/2024	50.00
53207	Always Under Pressure	Oil water seperator	04/10/2024	526.17
53208	American Lock & Key	Locksmith and key services for City facilities	04/10/2024	294.98
53211	Cal-Line Equipment Inc	Repairs to wood chipper 2/8/24 04018884	04/10/2024	5,706.02
53232	City of Carmel Petty Cash	Reimburse for expenses:Mty County filing fee	04/10/2024	2.00
53234	Poe's Plumbing & Backflow	Plumbing for City facilities	04/10/2024	2,070.00
53239	Sentry Alarm Systems	Alarm monitoring	04/10/2024	3,205.29
53242	Town and Country Gardening	Landscape contractors for City locations	04/10/2024	12,900.00
53245	US Bank	Home Depot - wire, key rings, plumbing, electrical, hose, Subpumps	04/10/2024	647.53
53245	US Bank	Home Depot - chains, hooks, safety glasses, springs	04/10/2024	174.84
53261	A & B Fire Protection and Safety, Inc	Install a flow meter at SSC fire sprinkler pump.	04/18/2024	8,260.00
53265	American Supply Company	PW/FM Janitorial supplies	04/18/2024	343.34
53272	Carmel Towing & Garage	Fuel for PW vehicles	04/18/2024	2,831.30
53274	Cintas Corporation	Uniform Service for PW staff	04/18/2024	750.07
53275	Coastal Fabrication Company Inc	Replace 1 steel light pole at SSC North lot	04/18/2024	1,775.68
53279	Core Management Services, LLC	Janitorial related software 3/28/24 #19695	04/18/2024	600.00
53284	Edges Electrical Group	Electrical supplies, LED lights for City facilities	04/18/2024	178.84
53286	First Alarm	Alarm services-Fire Station	04/18/2024	326.46
53287	Forestry Suppliers, Inc	Forestry Materials and supplies	04/18/2024	980.73
53288	Golden State Portables	Portable RR rental	04/18/2024	650.00
53291	Hayward Lumber	Public Works Streets supplies	04/18/2024	438.42
53292	Interstate Traffic Control Products, Inc	80 Gallons traffic paint	04/18/2024	3,968.23
53295	Kona Jerry's LLC	PW Week lunch - Deposit and final payment	04/18/2024	544.00
53299	MJ Murphy Lumber and Hardware	Supplies for City projects	04/18/2024	976.61
53303	Napa Auto Parts	PW vehicle supplies	04/18/2024	298.45
53304	Otis Elevator Company	Library dumbwaiters service	04/18/2024	862.32
53307	Pureserve Building Service	Janitorial services FY 23/24	04/18/2024	21,775.59
53309	Robert Half	Temp help for Forestry Division	04/18/2024	2,439.30
53310	Safeway Sign Co.	Traffic signs for Junipero	04/18/2024	355.06
53311	Scarborough Lumber & Building	Supplies for FM	04/18/2024	462.96
53313	Sentry Alarm Systems	Alarm monitoring	04/18/2024	1,785.54
53316	Tombleson Inc.	Replace steel closet doors at First Murphy and Devendorf RR faci	04/18/2024	13,192.50
53318	Town and Country Gardening	Landscape contractors for City locations	04/18/2024	12,900.00
53320	Tree Stuff Lockbox No 639707	Supplies for Forestry Division	04/18/2024	204.23
53321	Universal Staffing Inc	Temporary staffing services for Forestry	04/18/2024	1,361.25
53326	ZFA Structural Engineering	Stuctural engineering design services:San Antonio Walkway	04/18/2024	2,400.00
53335	CCAC	Training for Clerks 4/5/24 #200003432	04/25/2024	250.00
53339	Community Tree Service	Tree work as directed by City Forester	04/25/2024	59,868.47
53349	Green Rubber Kennedy AG	Shop supplies for PW- 3/22/24 #S-772234	04/25/2024	224.57
53354	Justin Ono	Renewal fees Society of American Foresters- 4/1/24	04/25/2024	197.00
53362	PSTS, Inc.	Services:Pumping oil-water separator 3/14/24 #1087655	04/25/2024	855.00
53365	Scarborough Lumber & Building	Supplies for Forestry 12/13/24 #449925-4	04/25/2024	2,205.25
53368	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	04/25/2024	13,990.00
53370	Valley Hills Nursery	Trees for City sites 3/14/24 #6616	04/25/2024	2,284.52
53373	Ailing House Pest Control	Pest Control	04/26/2024	514.00
53374	Alhambra	Water for Public Works Dept.	04/26/2024	265.29
53375	Ausonio, Inc	On Call service for PW Facilities	04/26/2024	417.38
53377	Cintas Corporation	Uniform Service for PW staff	04/26/2024	521.59
53378	CSC of Salinas	Hose repair for vehicle lift. 4/8/24 000999904	04/26/2024	167.72
53379	Drought Resistant Nursery	Plants for City sites 3/14/24 #267834	04/26/2024	579.16
53380	Forestry Suppliers, Inc	Forestry Materials and supplies	04/26/2024	251.74
53382	Justin Ono	Membership for International Society of Arboriculture-Justin Ono	04/26/2024	421.36
53384	Native Solutions	Volunteer Management services	04/26/2024	1,150.00
53386	Office Depot, Inc.	Office Supplies for PW Admin	04/26/2024	221.54
53387	Robert Half	Temp help for Forestry Division	04/26/2024	1,551.48
53388	Scarborough Lumber & Building	Public Works Streets supplies	04/26/2024	50.90
53389	Sentry Alarm Systems	Alarm monitoring	04/26/2024	423.00
53391	Tree Stuff Lockbox No 639707	Supplies for Forestry Division	04/26/2024	2,087.97
53392	Universal Staffing Inc	Temporary staffing services for Forestry	04/26/2024	1,515.94
53393	US Bank	Materials and supplies	04/26/2024	1,455.28
53393	US Bank	Mount-it	04/26/2024	43.69
53393	US Bank	APWA membership	04/26/2024	238.00
53393	US Bank	Grainger - Grinder, jigsaw, cleaner	04/26/2024	660.75

53393	US Bank	APWA membership x2	04/26/2024	476.00
53393	US Bank	Parking	04/26/2024	11.00
53396	Zero Waste USA	40 cases of Pink Mutt Mitts	04/26/2024	3,102.70

Attachment 1

Total for Department: 119 Public Works	202,239.01
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Department: 120 Library

53230	Pacific Grove Self Storage	Storage Unit - Document storage	04/10/2024	406.00
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Total for Department: 120 Library	406.00
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Department: 121 Community Activities

53212	Carmel Pine Cone	2024 Upcoming Events full-page ad 3.29.24	04/10/2024	1,350.00
53322	US Bank	CA Subscription expense	04/18/2024	60.00
53334	Carmel Pine Cone	Volunteer Appreciation Week ad 4.12.24	04/25/2024	1,775.00
53376	Carmel Pine Cone	Earth Day event ad 4.19.24	04/26/2024	425.00

Total for Department: 121 Community Activities	3,610.00
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Department: 122 Economic Revitalization

53300	Monterey County Convention & Visitors Bureau	Current year Jurisdiction Investment	04/18/2024	51,007.50
53323	Visit Carmel	FY 2023-24 Marketing and Econ Development- Pmt 4 of 4	04/18/2024	30,000.00

Total for Department: 122 Economic Revitalization	81,007.50
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Department: 130 Non-Departmental

53185	Alliant Insurance Services	Public Official Bond	04/02/2024	315.00
53190	Pacific Gas & Electric	City-wide gas and electric services	04/02/2024	14,988.17
53229	Pacific Gas & Electric	City-wide gas and electric services	04/10/2024	66.86
53243	U.S. Bank PARS	PAR Section 115 Trust Payment 4 of 4	04/10/2024	250,000.00
53305	Pacific Gas & Electric	City-wide gas and electric services	04/18/2024	2,572.19
53332	Cal-Am Water Company	Water service citywide	04/25/2024	11,502.92

Total for Department: 130 Non-Departmental	279,445.14
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Department: 311 Capital Projects

53204	4Leaf, Inc	PD Building PM	04/10/2024	2,528.65
53205	Advance Design Consultants, Inc	Sunset Center Electrical Panel	04/10/2024	4,438.91
53219	Hayward Lumber	Shoreline infrastructure stair repair 3/14/24 385518	04/10/2024	888.28
53223	M3 Environmental Consulting	FM reno project, painting project 3/12/24 #2318702	04/10/2024	250.00
53227	Monterey Peninsula Engineering	CIP Equipment, material and labor 21-22 Pavement Rehab Program p	04/10/2024	108,841.02
53233	PG&E	SSC North lot electrical panel replacement project- Project	04/10/2024	3,500.00
53236	Potter's Electronics	PD project	04/10/2024	325.25
53247	Wallace Group	Shoreline Coastal Protection Improvement Projects	04/10/2024	53,001.48
53269	Bowen Engineering and Enviromental	CIP: Project services Decommission of MTNP water well and physic	04/18/2024	6,350.00
53275	Coastal Fabrication Company Inc	HML Main Branch- remove and replace rail at light well guard rai	04/18/2024	10,898.76
53315	Ten Over Studio, Inc	City Hall Roof Replacement, HML Renovations-EXT/INT painting,	04/18/2024	5,545.00
53326	ZFA Structural Engineering	Stuctural engineering design services:SC Walls	04/18/2024	2,400.00
53337	Coastal Fabrication Company Inc	Handrail repair 4/3/24 #23837	04/25/2024	2,241.51
53350	Hayward Lumber	Materials for Martin Way 4/3/24 #405705	04/25/2024	255.74
53365	Scarborough Lumber & Building	ADA upgrades year 6 Supplies FM-4/8/24 451444-4	04/25/2024	96.59
53372	4Leaf, Inc	PD Building PM	04/26/2024	2,510.64
53375	Ausonio, Inc	CIP Sunset Center Portico Project-Project management services	04/26/2024	3,764.25
53381	Gary Metcalf	Eng. design Services- for Gary Metcalf	04/26/2024	1,050.00
53383	Monterey Peninsula Engineering	CIP Equipment, material and labor 21-22 Pavement Rehab Program p	04/26/2024	164,559.00
53385	Nicole Nedeff	MTNP 3 stream stability projects	04/26/2024	165.00
53390	Ten Over Studio, Inc	City Hall Roof Replacement, HML Renovations-EXT/INT painting,	04/26/2024	200.00
53395	Wallace Group	Concrete Streets	04/26/2024	24,395.15

Total for Department: 311 Capital Projects	398,205.23
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Department: 411 Debt Service

53394	US BANK St. Paul	Carmel Pub Imp Auth 2020 Ref LRBS	04/26/2024	70,076.92
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Total for Department: 411 Debt Service	70,076.92
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Department: 513 Veh & Equip Replacement

53238	Roundstone Solutions, Inc	Server update and consolidations project	04/10/2024	50,000.00
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Total for Department: 513 Veh & Equip Replacement	50,000.00
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Grand Total	1,669,734.90
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Vendor	Contract Amt	Paid thru April	Contract Balance
Pen Messenger	\$ 107,730.00	\$ 98,300.00	\$ 9,430.00
City of Monterey	\$ 2,950,699.00	\$ 2,713,897.60	\$ 236,801.40
Pureserve	\$ 272,000.00	\$ 217,121.66	\$ 54,878.34
4Leaf Inc.	\$ 179,800.00	\$ 113,428.95	\$ 66,371.05



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

June 3, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2024-039 calling for a General Municipal Election to be held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California relating to General Law Cities, requesting the County Elections Department to conduct the Election, requesting consolidation of the election, and providing for a procedure for determining a tie vote for the November 5, 2024 City of Carmel-by-the-Sea Municipal Election

RECOMMENDATION:

Adopt Resolution 2024-039 calling for a General Municipal Election to be held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California relating to General Law Cities, requesting the County Elections Department to conduct the Election, requesting consolidation of the election, and providing for a procedure for determining a tie vote for the November 5, 2024 City of Carmel-by-the-Sea Municipal Election.

BACKGROUND/SUMMARY:

BACKGROUND

Per the Carmel-by-the-Sea Municipal Code Chapter 2.73 and the California Elections Code Division 10, the City Council must order the holding of a general municipal election in November of each even numbered year and request the consolidation with the Monterey County Elections Department.

A resolution (**Attachment 1**) is required to call for the general municipal election and request its consolidation with statewide elections, to be conducted by the Monterey County Elections Department. The Statement of Election Facts is included as **Attachment 2**. This resolution specifies the election date, offices to be elected, and candidate selection method. Approval from the Monterey County Board of Supervisors is necessary for consolidation and conduction of full election services by the County Registrar of Voters. The City Clerk will continue to perform all nomination and campaign filing duties as the City's Election Official.

Consolidating the election with the County ensures consistency in election precincts, vote centers, and election officers. The County Elections Department will canvass and certify the election returns, providing the results to the City Clerk within 30 days, as required by California Elections Code Section §15372. The

City Clerk will then present the certified results to the City Council at the next available meeting.

The Carmel-by-the-Sea City Clerk is authorized to enter into an agreement with the County Elections Department for these services (**Attachment 3**). The City will reimburse the County for the cost of the consolidated election upon presentation of a bill to the City.

EXECUTIVE SUMMARY

The City of Carmel-by-the-Sea General Municipal Election to be held on Tuesday, November 5, 2024, to elect candidates to the following Offices:

- One (1) Mayor, 2-year term expiring December 2026
- Two (2) Councilmembers, 4-year terms expiring December 2028

The filing period for the 2024 general municipal election begins 8:00 a.m. on Monday, July 15, 2024, and ends at 5:00 p.m. on Friday, August 9, 2024. According to Elections Code §10225, if any incumbent for a specific office fails to file or qualify by 5:00 p.m. on August 9, 2024, the filing period will be extended five (5) calendar days for the specific office(s), for non-incumbents only, thus closing at 5:00 p.m. on Wednesday, August 14, 2024.

Candidates have the option of providing a Candidate Statement of not more than 200 words, stating the candidate's background, education, and qualifications as expressed by the candidate, alongside their nomination papers, as per California Elections Code Section §13307. Candidates are responsible for all costs associated with their Candidate Statements as determined by the County Registrar of Voters. The City Clerk shall provide the estimated cost to the candidate associated with filing a candidate statement and is not bound by this estimate. Under Election Code §10228, all candidates will be required to pay a filing fee of \$25.00 to City upon the filing of their nomination papers.

California Elections Code §15651 allows the City Council to decide how to resolve a tie vote when two or more candidates receive the same highest number of votes. The options are resolving the tie by lot or by holding a Special Election. The attached resolution provides that a tie by lot will be conducted if necessary.

FISCAL IMPACT:

The recommended annual operating budget for FY 24-25 includes a sufficient amount to cover the cost of consolidating the election with the County. The County provides a generalized estimate to all legislative bodies that the cost for consolidation is between \$7-10 per registered voter.

Carmel-by-the-Sea has an estimated 2,548 registered voters, and the actual cost per registered voter for the November 8, 2022 election was \$3.32 per voter, totaling \$8,456.

PRIOR CITY COUNCIL ACTION:

The City Council takes action for General Municipal Elections every two-years in even-numbered years. The City Council approved a similar Resolution for the 2022 election.

ATTACHMENTS:

Attachment 1) Resolution 2024-039

Attachment 2) Statement of Election Facts

Attachment 3) Agreement with Monterey County Elections Department

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

RESOLUTION NO. 2024-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, REQUESTING CONSOLIDATION OF THE ELECTION, AND PROVIDING FOR A PROCEDURE FOR DETERMINING A TIE VOTE FOR THE NOVEMBER 5, 2024 CITY OF CARMEL-BY-THE-SEA GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election. The city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city, or other political subdivision has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate and or the political subdivision will pay the cost of the statement; and

WHEREAS, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

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

Section 1: The City of Carmel-by-the-Sea hereby orders an election be called and consolidated with any and all elections also called to be held on Tuesday, November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403; and

Section 2: Pursuant to Elections Code Section 10002 said governing body hereby requests the Board of Supervisors of the County of Monterey to permit the Monterey County Elections Department to provide any and all services necessary for conducting an election and agrees to pay for said services in full.

Section 3: The General Municipal Election for the year 2024 is hereby called and shall be held in Carmel-by-the-Sea, under and by virtue of the provisions of California Elections Code on the 5th day of November, 2024, said date being the Tuesday following the first Monday in November, 2024.

Section 4: The following officers of Carmel-by-the-Sea shall be elected at said General Municipal Election:

- Mayor, one (1) for a full term of two years
- Member of the City Council, two (2) for a full term of four years.

Section 5: Nomination papers shall be filed with the City of Carmel-by-the-Sea's City Clerk not later than 5:00 p.m. on Friday, August 9, 2024, except that the nomination filing period will be extended to 5:00 p.m. on Wednesday, August 14, 2024, if an incumbent does not file or fails to qualify by close of the regular nomination period on August 9, 2024.

Section 6: Pursuant to California Elections Code Section 13307, the City of Carmel-by-the-Sea has determined that candidates for office may file a written statement of qualifications (Candidate Statement), not to exceed 200 words, with their nomination papers, and has resolved that all costs of the Candidate Statement as determined by the Registrar of Voters shall be paid by the candidate.

Section 7: Pursuant to California Elections Code Section 15651, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at the election. In the interest of maintaining decorum, fairness and transparency, the method implemented for resolving tie votes in Carmel-by-the-Sea's November 5, 2024 General Municipal Election shall be drawing of names in accordance with the following procedure:

The City Clerk shall type the name of each candidate who has tied for office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable. The City Clerk shall then draw from the container as many pieces of paper as there are seats on the City Council to be filled by the candidates who have tied. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

Section 8: The City authorizes the Registrar of Voters to consolidate this election with any other election on November 5, 2024 for the convenience of the registered voters and to effectuate any cost savings by such consolidation.

Section 9: This Resolution shall apply only to the election to be held on Tuesday, November 5, 2024, and shall be repealed upon the City Council's declaration of election results.

Section 10: The County of Monterey Elections Department is hereby directed to publish such notices as are provided by law for the holding of the Municipal Election, which said notices shall be published as required by law.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

City

STATEMENT OF ELECTION FACTS

Attachment 2

FULL LEGAL NAME OF CITY AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

City of Carmel-by-the-Sea

MAIL SHOULD BE ADDRESSED TO: Nova Romero

TITLE: City Clerk

MAILING ADDRESS: P.O. Box CC, Carmel-by-the-Sea, CA 93921

TELEPHONE: 831-620-2000 ext. 2016

FAX: E-MAIL: nromero@ci.carmel.ca.us

WEBSITE: ci.carmel.ca.us

CITY ELECTED OFFICIALS LIST

NAME	ADDRESS	CITY AND DISTRICT (If applicable)	Member was elected by: 1) ELECTION/AIL* OR 2) APPOINTED TO FILL A VACANCY	YEAR Term ends	Full-term = 4yrs OR Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO DID THIS MEMBER REPLACE?
Dave Potter		Citywide	elected	2024	2 yrs	n/a
Bobby Richards		Citywide	elected	2024	4 yrs	n/a
Karen Ferlito		Citywide	elected	2024	4 yrs	n/a
Alissandra Dramov		Citywide	elected	2026	4 yrs	n/a
Jeff Baron		Citywide	elected	2026	4 yrs	n/a

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of City Clerk/Manager: Nova Romero, City Clerk

Print Name

Name of Deputy City Clerk/Secretary: Chip Rerig, City Administrator

Print Name

Check the box which applies to your city:

☐ The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.

☒ I declare that there have been no boundary changes since the 2022 election.
Election Date

The limitation on the number of words in a candidate statement will be:

☒ 200 words

☐ 400 words

The entity charged for the candidate statement sent to each voter will be the:

☐ City

☒ Candidate

In case of a tie vote, the winner will be determined by:

☒ Lot

☐ Runoff election

Signature of City Clerk/Manager

Date

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN CITY OF CARMEL-BY-THE-SEA AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS

NOVEMBER 5, 2024

This Agreement, entered into this _____ day of _____ 2024, by and between City of Carmel-by-the-Sea and County of Monterey Department of Elections (hereinafter referred to as the Department);

WHEREAS, it is necessary and desirable that the Department be retained for the purpose of conducting an election hereinafter described for the City of Carmel-by-the-Sea (hereinafter referred to as the City);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:
SERVICES TO BE PERFORMED BY THE CITY:

- 1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Department to conduct an election for the City on **NOVEMBER 5, 2024** and requesting election related services of the Department.
- 2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 3) The City shall submit to the Department in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 4) The City shall prepare and deliver to the Department the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements, impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) and

impartial analysis shall be no later than **AUGUST 15, 2024**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 22, 2024**.

- 5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY THE DEPARTMENT:

- 1) The Department shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Department shall prepare and deliver to the printer the official ballot information.
- 3) The Department shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Department shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 5) The Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Department shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 5, 2024**.

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 5, 2024** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Department, the City shall pay to the Department a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of City. In the event that this Agreement is terminated prematurely, the City shall pay to the Department a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The City shall make payment within 30 days of receipt of invoice from the Department.

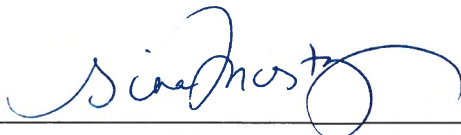
CITY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters



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

June 3, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Chief of Police & Public Safety Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-040 authorizing the City Administrator to amend the existing contract and updated fees for service for a period of one additional year with the Monterey County Health Department's Animal Services Division ending June 30, 2025

RECOMMENDATION:

Adopt Resolution 2024-040 authorizing the City Administrator to amend the existing contract and updated fees for service for a period of one additional year with the Monterey County Health Department's Animal Services Division ending June 30, 2025.

BACKGROUND/SUMMARY:

In August 2014, the City entered into an agreement with the Monterey County Health Department's Animal Services Division to provide animal services. This agreement was entered into on July 1, 2014, and was for three years, expiring June 30, 2017. Three extensions were executed by the City since the original agreement with the latest being from July 1, 2022- June 30, 2024 (**Attachment 2**).

The Monterey County Health Department's Animal Services Division is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, CA that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services. The Animal Service Center was built in conjunction with the Cities of Carmel-by-the-Sea, Gonzales, Greenfield, Sand City, Seaside, Soledad, and King City. Each of these cities has paid a share of the Animal Services Center's construction costs and is offered the option to contract with the County for the use of the shelter and other services.

The City of Carmel-by-the-Sea desires to continue its contract with the County for the provision of services at the Animal Services Center as delineated in the Agreement. Generally, the services to be provided to the City of Carmel-by-the-Sea by the County Health Department's Animal Services Division include shelter at the Animal Service Center, emergency medical treatment, rabies quarantine and management, and other services for stray domestic animals found within the incorporated boundaries of the City. The City of Carmel-by-the-Sea will compensate the County for provision of animal services as set forth in the agreement. The contract agreement has been reviewed by the City Attorney and approved to form.

On January 1, 2023, Hitchcock Road Animal Services was established with the objective of merging the

City of Salinas and the County of Monterey entities in the development of a Joint Powers Authority. The amendment to the existing contract (**Attachment 3**) and amendment to the Fee Structure (**Attachment 4**) is to give the county additional time to further development a Joint Powers Agreement with the participating agencies that currently contract for animal services.

FISCAL IMPACT:

The Police Department FY 24/25 budget has allocated funds to cover costs related to Monterey County Animal Services under Contract Services Account 101-116-00-42001.

PRIOR CITY COUNCIL ACTION:

August 2014 - The City entered into a three-year agreement with the County of Monterey for use of Animal Services.

August 2017 - The City approved a two-year extension of the existing contract with Monterey County for use of Animal Services.

October 2020 - The City approved a two-year extension of the existing contract with Monterey County for use of Animal Services.

June 2022 - The City approved a two-year extension of the existing contract with Monterey County for use of Animal Services.

ATTACHMENTS:

Attachment 1) Resolution 2024-040

Attachment 2) Original Agreement with Monterey County Animal Services Amendment

Attachment 3) Amendment No. 1 to Agreement with Monterey County Animal Services Amendment

Attachment 4) Monterey County Amendment to Fee Structure

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

RESOLUTION NO. 2024-040

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE EXISTING CONTRACT AND
UPDATED FEES FOR SERVICE FOR A PERIOD OF ONE ADDITIONAL YEAR WITH THE
MONTEREY COUNTY HEALTH DEPARTMENT'S ANIMAL SERVICES DIVISION ENDING
JUNE 30, 2025**

WHEREAS, in August 2014, the city entered into an agreement with Monterey County Animal Services Center for use of the County Animal Services Center; and

WHEREAS, the agreement was for four years ending June 30, 2017; and

WHEREAS, three extensions were executed by the City since the original agreement, with the latest being from July 1, 2022 through June 30, 2024; and

WHEREAS, the City desires to continue its contract with the County for the provision of services at the Animal Services Center; and

WHEREAS, the City will compensate the County for provision of animal services as set forth in the amended agreement.

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

Authorize the City Administrator to amend the existing contract and updated fees for service for a period of one (1) additional year with the Monterey County Health Department's Animal Services Division ending June 30, 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 4th day of June, 2024, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

AGREEMENT NO. A-12754
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

This Agreement ("Agreement") for the use of the Animal Services Center and the provision of other animal services is between the County of Monterey, a political subdivision of the State of California ("COUNTY"), doing business as the Animal Services Division of the Department of Health, and the City of Carmel-by-the-Sea ("CITY"). It is effective between July 1, 2014, and June 30, 2017. COUNTY and CITY are sometimes referred to in this Agreement as a "party" or, collectively, as "the Parties."

RECITALS

WHEREAS, the COUNTY has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described below; and

WHEREAS, the COUNTY agrees to provide such services in accordance with the provisions of this Agreement, Title 8 of the Monterey County Code and applicable law.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

Domestic Animals include cats, dogs, rabbits, guinea pigs, hamsters, pot-bellied pigs, birds, lizards, snakes, turtles or tortoises, and other similar animals customarily kept as household pets. This definition shall not be construed to include livestock, large animals, or wildlife.

Exotic Animals are any animals that are not indigenous to Monterey County, are not livestock, and are not a household pet, whether domesticated or not, or protected or not. Exotic animals include nondomestic animals, animals native to a foreign country or of foreign origin or character, or animals that are not commonly kept as pets.

Large Animals are all animals exceeding 200 pounds in weight.

Livestock includes every horse, ass, burro, donkey, mule, equine creature, cow, bull, steer, heifer, ox, bovine creature, llama, sheep, goat, hog, and domesticated bird not customarily kept as household pets.

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

Wildlife includes any animal that is indigenous to Monterey County, and not domesticated, protected or not. Wildlife does not include, among other animals, feral livestock, household pets or exotic animals.

2. ANIMAL SERVICES TO BE PROVIDED BY COUNTY

COUNTY's responsibilities for shelter and veterinary services under this Agreement do not apply to exotic animals, large animals, livestock, or wildlife.

A. Program Management and Administration

COUNTY shall manage and administer the Animal Services Center to provide appropriate facilities, staffing, and record maintenance.

B. Shelter Services and Disposition of Animals

COUNTY shall provide shelter at the Animal Services Center for stray domestic animals found within the incorporated boundaries of the CITY. Shelter services shall include the administration tasks necessary for surrender of such animals at the Animal Services Center, the care of animals during the holding period, and final disposal of animals through redemption, adoption, or humane euthanasia and disposal. COUNTY shall shelter such animals received at the Animal Service Center in accordance with applicable state regulations, local ordinances, and policies governing humane treatment of animals.

C. Disposal of Domestic Animal Carcasses

Upon request from CITY, COUNTY shall arrange for the proper disposal of domestic animal carcasses.

D. Emergency Medical Treatment

1. **Request:** Upon prior written request and approval from CITY, COUNTY may arrange for emergency medical treatment of CITY domestic animals either at COUNTY's veterinary clinic or with an outside veterinary clinic with which COUNTY has a current contract for the provision of medical services. Where, due to the exigent nature of circumstances, prior written request is not possible without endangering the well-being of the animal, COUNTY shall confirm an oral request for veterinary treatment made by a CITY, in writing, as soon as possible.
2. **Payment/Rates:** COUNTY shall bill CITY for the emergency medical services provided at (1) the current Board-approved rates for care provided by COUNTY's veterinary clinic or (2) contract rates for care provided by contract veterinary clinics. Where treatment is needed, in the judgment of the COUNTY's contract veterinary clinics, which exceeds the limits established by contract with the COUNTY, CITY

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

shall provide written authorization to the COUNTY to provide those services before they are rendered.

3. Transportation to COUNTY contract veterinary clinics:
 - a. Where an animal requiring emergency medical treatment is in COUNTY's custody at the Animal Services Center, COUNTY staff shall transport the animal to the veterinary clinic.
 - b. Where an animal requiring emergency medical treatment is not in COUNTY's custody at the Animal Services Center, CITY staff shall request COUNTY for emergency medical services to be provided to animal and CITY staff shall transport animal directly to the COUNTY's contract veterinary clinic. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract.
4. Alternatively, CITY may independently procure its own arrangements for emergency medical treatment for animals needing such care in its jurisdiction. After an animal is treated and in stable condition, CITY may deliver the animal to the COUNTY for shelter services at the Animal Services Center.

E. Rabid Animals

COUNTY shall perform the following rabid animal services:

- I. Where a human being or domestic animal is bitten by a potentially rabid animal, either domestic or wildlife, COUNTY will:
 1. Transport tissue to the County Health Department for testing;
 2. Dispose remains of rabid animals;
 3. Report rabid animal incidents to appropriate agencies.
 4. CITY shall be responsible for the cost of decapitation and de-braining (with the exception of bats, which are delivered whole) as required for laboratory testing.
- II. Where a human being or domestic animal is exposed or bitten by a bat or skunk only, which are species deemed at high risk of rabies, COUNTY will perform the above services and will be responsible for attendant costs.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals pursuant to state regulations and local ordinances. In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

G. Reports

COUNTY shall provide CITY with quarterly reports that include:

1. Total number of animals provided with shelter services and veterinary services.
2. Disposition of each animal.

H. Field Services

Field Services—such as picking up domestic animals running at large, conducting investigations of potentially dangerous and vicious dogs, conducting bite investigations, responding to nuisance complaints (e.g., barking dogs), or checking on possible instances of neglect or inhumane treatment of animals when they occur within CITY limits—shall not be provided to CITY by COUNTY.

3. CITY RESPONSIBILITIES FOR ANIMAL SERVICES

A. Prosecution of Case Violations

The CITY Attorney may exercise the discretion vested in his or her office to prosecute violations of the City Animal Ordinance, and take appropriate legal action with respect to the abatement of any violations under the City Animal Ordinance involving animals occurring within CITY's corporate limits.

B. Large Animal, Wildlife, and Livestock Services

1. CITY shall provide all services related to large animals, wildlife, and livestock.
2. COUNTY shall provide services related to rabies per Section 2.C of this Agreement both within CITY limits and in unincorporated areas of the COUNTY.

C. Cooperate with and Assist COUNTY

To facilitate the performance of the foregoing functions, it is hereby agreed that the COUNTY shall have the full cooperation and assistance from the CITY, its officers, agents and employees.

4. COOPERATION

- A. CITY and COUNTY staff shall meet once per year to discuss program needs.
- B. Upon request from CITY, COUNTY shall provide training to CITY staff on topics of interest to CITY.

5. TERM AND TERMINATION

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

A. Term

This Agreement shall effective on July 1, 2014 and shall terminate on June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

B. Termination

During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days before to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be based on the number of animals sheltered by the COUNTY before to the termination date.

6. PAYMENT

- A. The CITY shall be billed at a rate of \$160.00 per stray animal found within the incorporated boundaries of the CITY and admitted to the Animal Services Center for shelter services up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine).
- B. Upon request and written approval from CITY, COUNTY shall provide shelter services in addition to the ten-day holding period specified above. If requested, CITY shall be billed at a rate of \$25.00 per day for animals provided additional shelter beyond the ten-day holding period.
- C. Where an animal is released to the owner and owner pays all fees related to the care of the animal, CITY shall not be charged for services provided to the animal.
- D. The CITY shall be billed at a rate of \$25.00 for the disposal of each domestic animal carcass.
- E. The CITY will be billed for the cost of decapitation and de-braining specified in Section 2(E)(I) of this Agreement at \$155.00 per animal. For animals weighing 35 pounds or more, an additional fee of \$50.00 per/hour will be billed.

7. MUTUAL INDEMNIFICATION

- A. CITY hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation

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FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

for damages, injury, or death occurred by reason of any act or failure to act by CITY or CITY's officers, agents, and employees in connection with the performance of this Agreement.

- B. COUNTY hereby agrees to indemnify, defend, and save harmless CITY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connection with the performance of this Agreement.

8. INSURANCE

- A. Without limiting COUNTY's or CITY's duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:
1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and
 2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and
 3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000 per occurrence for employer's liability.
- B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY and CITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal

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thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the COUNTY, the CITY shall file certificates of insurance or self-insurance with Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. Similarly, the COUNTY shall file certificates of insurance or self-insurance with the CITY, showing that all parties have in effect the insurance required by this Agreement. The CITY and the COUNTY shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

9. EQUAL OPPORTUNITY

During the performance of this Agreement, the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in the parties' employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all person receiving and requesting services are free of such discrimination. The parties shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. EMPLOYEE STATUS

All persons employed in the performance of services to be provided by COUNTY as described in Section 2 of this Agreement shall be COUNTY employees. No current CITY employee shall become COUNTY employee by reason of this Agreement and no COUNTY employee performing services hereunder shall have CITY pension or Civil Service status or right.

11. RECORDS AND AUDITING REQUIREMENTS

The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulation and shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation,

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
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claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then the parties shall retain said records until such violation is resolved.

12. GENERAL PROVISIONS

A. Amendment

This Agreement may be amended or modified only by an instrument in writing and signed by all parties hereto.

B. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of California.

C. Compliance with Applicable Law

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

D. Construction of Agreement

The parties agree that each party has fully participated in the review and revision of this Agreement that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment thereto.

E. Waiver

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and CITY. Any waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.

F. Construction of Agreement

COUNTY and CITY agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

G. Integration

This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
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negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

H. Notices

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the COUNTY and CITY at:

COUNTY	CITY
Director of Health	Chief of Police
1270 Natividad Road	P.O. Box 600
Salinas, CA 93906	Carmel-by-the-Sea, CA 93921
Phone: 831-755-4526	Phone: 831-624-6403
Fax: 831-755-4797	Fax: 831-624-4296

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day and year first above written.

COUNTY OF MONTEREY

By: _____
 Contracts/Purchasing Officer

Date: _____

By: _____
 Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
 County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
 Auditor/Controller

Date: _____

CITY

_____ Carmel-by-Sea

By: _____

_____ Jason Stilwell, City Administrator
 Name and Title

Date: _____

By: _____

_____ Mike Calhoun, Public Safety Director
 Name and Title

Date: _____

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
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Approved as to Liability Provisions

By:

Risk Management

Date:

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THE CITY OF CARMEL-BY-THE-SEA**

THIS AMENDMENT NO. 1 to AGREEMENT No. A-15982 is made by and between the County of Monterey, a political subdivision of the State of California and the Lead Agency of Hitchcock Road Animal Services (HRAS), (hereinafter referred to as "COUNTY"), and the City of Carmel-by-the-Sea (hereinafter referred to as "CITY") with respect to the following.

WHEREAS, the COUNTY established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, to shelter animals within the unincorporated areas of the Monterey County; and

WHEREAS, on September 6, 2022, COUNTY and CITY entered into AGREEMENT NO. A-15982 for the term July 1, 2022 through June 30, 2024, for the use of the Animal Services Center and the provision of other animal services; and

WHEREAS, on January 1, 2023, Hitchcock Road Animal Services was established with the objective of merging the City of Salinas and the County of Monterey entities, for the betterment of all animals in our communities' requiring services, as well as the residents and taxpayers of both entities, with the ability to utilize shared equipment, resources, and personnel; and

WHEREAS, COUNTY serves as the Lead Agency for Hitchcock Road Animal Services, encompassing the contracting parties: County of Monterey and City of Salinas; and

WHEREAS, CITY desired to contract with COUNTY for the provision of services at Hitchcock Road Animal Services; and

WHEREAS, COUNTY and CITY wish to amend AGREEMENT No. A-15982 to replace EXHIBIT A, and extend the AGREEMENT Term by one (1) additional year for a revised AGREEMENT Term of July 1, 2022 – June 30, 2025, as Agency's entities work together to find an Agreement to plan for fiscal substantiality and accountability via the newly formed Hitchcock Road Animal Services Joint Powers Agency.

NOW THEREFORE, COUNTY and CITY hereby agree to amend the AGREEMENT as follows:

1. **Section 5.0, "TERM AND TERMINATION", Section 5.A, shall be amended by removing** "This Agreement shall be effective July 1, 2022 and shall terminate on June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement," **and replacing it with** "This Agreement shall be effective July 1, 2022 and shall terminate on June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement."
2. **EXHIBIT A, "Fees for Services", shall be amended by removing EXHIBIT A of this AGREEMENT and replacing it with "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.**

City of Carmel-by-the-Sea
Amendment No. 1
Term: 07/01/22 – 06/30/25

3. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.
4. The recitals to this Amendment No. 1 are hereby incorporated by this reference.
5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on September 6, 2022
6. This Amendment No. 1 is effective July 1, 2024.

*******SIGNATURE PAGE TO FOLLOW*******

Exhibit A-1**1. Fees for Services**

The CITY shall be billed the fees listed below for stray or surrendered animals found within the incorporated boundaries of the CITY and admitted to the Animal Services Center.

Where an animal is returned to the owner and owner pays fees related to the board/care of the animal, CITY shall not be charged for duplicate fees collected for services provided to the animal and will be issued a credit for the fees paid by owner to reduce overall invoice.

Fees for Services

Stray/Surrendered animal holding (up to 5 days): \$275.00 per animal *

**In the event that a pregnant stray animal admitted to the shelter subsequently deliver its litter while in custody of the COUNTY, CITY will be billed only the rate of \$275.00 and COUNTY will assume responsibility of the litter at no additional cost to CITY. However, in the event that a stray animal is brought in with its live litter, CITY will be billed \$275.00 for each live stray animal brought in.*

Extended holding (up to 10 days): \$505.00 per animal

Additional holding over 10 days: \$46.00 per day

Domestic Animal Carcass disposal: \$29.00 per animal

Animal Control Officer Assist (dog/cat)
or Emergency Medical Treatment Transportation \$129.00/officer/hour

Rabies testing:**1. Head Removal**

i. Small Dog/Cat	\$ 93.00 each
ii. Medium Dog	\$ 136.00 each
iii. Large Dog	\$ 179.00 each
iv. X-Large Dog	\$ 352.00 each

2. Rabies testing (not including head removal)

i. Bats, wildlife, human exposure, rush test @ MCHD	\$ 165.00 each
ii. Non-human exposure @ Santa Clara + shipping	\$Actual Cost pass thru

Veterinary Clinic Services

1. Cat spay	\$116.00	each
2. Cat neuter	\$104.00	each
3. Additional fee if animal is in heat	\$ 58.00	each
4. Additional fee if animal is pregnant	\$ 69.00	each
5. Dewclaw removal (attached)	\$ 127.00	each
6. Dewclaw removal (pair-attached)	\$ 179.00	each
7. Dewclaw removal (unattached)	\$ 57.00	each
8. Dewclaw removal (pair-unattached)	\$ 92.00	each
9. Umbilical hernia	\$ 56.00	each
10. FIV/FELV test	\$ 30.00	each
11. Pain medication	\$ 9.00	per dose
12. Obese animal fee	\$ 69.00	each
13. Fvrpcp	\$ 11.00	each
14. Da2pp	\$ 13.00	each
15. Tooth extraction	\$ 47.00	each
16. Heartworm testing	\$ 26.00	each
17. Grooming/shaving	\$ 2.00	per minute
18. Unilateral retained testicle removal	\$ 69.00	each
19. Unilateral retained monorchid crypt	\$110.00	each
20. Bilateral crypt	\$163.00	each
21. Miscellaneous surgery (e.g., biopsy, bump removal), determined at time of surgery based on time and extent.	\$ 5.00 \$ 87.00	per minute plus lab fees
22. Feral Cat Spay		each
23. Feral Cat Neuter	\$ 53.00	each
24. Rabbit Spay	\$ 127.00	each
25. Rabbit Neuter	\$ 88.00	each
26. Dog Neuters	\$ 155.00	each
i. Small up to 15 lbs		
ii. Medium 16-40 lbs	\$ 165.00	each
iii. Large 41 lbs and over	\$ 186.00	each
27. Dog Spays		
i. Small up to 15 lbs	\$ 180.00	each
ii. Medium 16-40 lbs	\$ 188.00	each
iii. Large 41 lbs and over	\$ 210.00	each
28. Bordatella	\$ 20.00	each
29. Flea Treatment	\$ 4.00	each
i. Cat		
ii. Dog up to 25 lbs	\$ 6.00	each
iii. Dog 26-100 lbs	\$ 16.00	each
30. Felv only test	\$ 32.00	each
31. Antibiotics	\$ 63.00	per mL
i. Convenia		
ii. Penicilin	\$ 20.00	per mL
iii. Enrofloxacin	\$ 21.00	per mL
32. Pain Medication (specific)	\$ 26.00	per mL
i. Meloxicam		

Attachment 4

i. Buprenorphine	\$ 29.00	per mL
iii. Butorphanol	\$ 24.00	per mL
iv. Onisor	\$ 28.00	per mL
v. Carprofen	\$ 20.00	per mL
33. Health Certificate	\$ 46.00	per animal
34. Foreign Body (foxtail)Probe (with sedation)		
i. Cat	\$ 86.00	per animal
ii. Dog up to 25 lbs	\$ 79.00	per animal
iii. Dog up to 50 lbs	\$ 98.00	per animal
iv. Dog up to 100 lbs	\$132.00	per animal
35. Sedation		
i. Cat	\$ 60.00	per animal
ii. Dog up to 22 lbs	\$ 72.00	per animal
iii. Dog 23-45 lbs	\$ 87.00	per animal
iv. Dog 46-100 lbs	\$113.00	per animal
36. Abscess Treatment		
i. Cat	\$ 92.00	per animal
ii. Dog up to 25 lbs	\$ 84.00	per animal
iii. Dog 26-50 lbs	\$103.00	per animal
iv. Dog 51-100 lbs	\$137.00	per animal
37. Wound Care (Sedation excluded)		
i. Cat	\$ 78.00	per animal
ii. Dog up to 25 lbs	\$ 59.00	per animal
iii. Dog 26-50 lbs	\$ 63.00	per animal
iv. Dog 51-100 lbs	\$ 69.00	per animal
38. Laceration Repair (Sedation included)		
i. Cat	\$ 98.00	per animal
ii. Dog up to 25 lbs	\$ 91.00	per animal
iii. Dog 26-50 lbs	\$110.00	per animal
iv. Dog 51-100 lbs	\$143.00	per animal
39. Enucleation (Eye Removal) (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 296.00	per animal
ii. 16 lbs and over	\$ 306.00	per animal
40. Mass Removal (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 278.00	per animal
ii. 16 lbs and over	\$ 288.00	per animal
41. Tail Amputation (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 245.00	per animal
ii. 16 lbs and over	\$ 255.00	per animal
42. Parvo Test	\$ 48.00	each
43. Ear mite treatment (Cats)	\$ 60.00	each
44. Ear cleaning and treatment (dogs) (sedation excluded)	\$ 29.00	each
45. Bandage/Splint Application (sedation excluded)	\$ 127.00	each
46. E-Collar	\$ 14.00	each
47. X-Ray (Exam, sedation excluded)	\$125	each view
48. Exam fee	\$58.00	per animal



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

June 3, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2024-041 authorizing the consumption of alcohol on public property at the Monterey County Vintners Annual Winemakers' Celebration to be held August 24, 2024

RECOMMENDATION:

Adopt Resolution 2024-041 authorizing the consumption of alcohol on public property at the Monterey County Vintners Annual Winemakers' Celebration to be held August 24, 2024

BACKGROUND/SUMMARY:

The Annual Winemakers' Celebration is an interactive event that will feature workshops and wine tasting from local wineries paired with food from local restaurants. This year's event is scheduled to be held on Saturday, August 24, 2024 from 12:00 p.m. to 4:00 p.m. on Dolores Street between Ocean and Seventh Avenues, Seventh Avenue between Dolores and San Carlos Streets. The event also crosses the intersection of Seventh Avenue and Dolores Street, but the intersection will remain open to through traffic.

Previously the event was held the first weekend in May. However, this year the event is proposing to move to August.

Because this event proposes to serve alcohol on public property approval is required by City Council as follows:

- Per Carmel Municipal Code section 9.20.020, it is unlawful for any person to drink any alcoholic beverage in or upon any public place within the City. The City Council may, however authorize exceptions to the code for specific events of limited duration by adopting a resolution.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this item.

ATTACHMENTS:

Attachment 1) Resolution 2024-041

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

RESOLUTION NO. 2024-0041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT THE MONTEREY COUNTY VINTNERS ANNUAL WINEMAKERS' CELEBRATION TO BE HELD AUGUST 24, 2024 ON DOLORES STREET BETWEEN OCEAN AND SEVENTH AVENUES, SEVENTH AVENUE BETWEEN DOLORES AND SAN CARLOS STREETS

WHEREAS, the Monterey County Vintners 29th Annual Winemakers' Celebration will be held Saturday, August 24, 2024 from 12:00 PM to 4:00 PM; and

WHEREAS, this is an interactive event that will feature workshops and wine tasting from local wineries paired with food from local restaurants; and

WHEREAS, the Monterey County Vintners 29th Annual Winemakers' Celebration has been held in Carmel-by-the-Sea since 2014; and

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

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

Authorize the consumption of alcohol at the Culinary Week kick-off event to be held Monterey County Vintners Annual Winemakers' Celebration to be held August 24, 2024 from 12:00 p.m. to 4:00 p.m. at Dolores Street between Ocean and Seventh Avenues, Seventh Avenue between Dolores and San Carlos Streets.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of JUNE, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



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

June 3, 2024
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 2024-045, adopting a Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2024 through June 30, 2026 and authorizing the City Administrator to execute the Memorandum of Understanding

RECOMMENDATION:

Adopt Resolution 2024-045, adopting a Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2024 through June 30, 2026 and authorize the City Administrator to execute the Memorandum of Understanding

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea ambulance staff includes six firefighter/paramedic positions, which provide emergency medical response services, among other duties. At the direction of the City Council, City management have been in the process of pursuing an agreement with the City of Monterey to assume responsibility for both Fire Ambulance operations and personnel ("Consolidation") Those Consolidation negotiations are expected to continue during the 2024-2025 fiscal year. Recognizing that the current MOU between the Carmel Fire Ambulance Association and the City was set to expire on July 30, 2024, the City and Fire Ambulance Association agreed to negotiate terms to cover the interim period until the Consolidation negotiations conclude.

Accordingly, the parties commenced negotiations in 2024 and worked collaboratively through several meetings to reach resolution.

Major provisions of the parties' Tentative Agreement are:

Compensation:

- 2024: 8% effective July 1, 2024
- 2025: 4% effective January 1, 2025, if and only if the City of Monterey has not yet assumed compensation obligations for unit employees as of January 21, 2025.

Term:

- 2 years, or until Fire Ambulance unit members are no longer employees of the City, whichever comes first.

This recommendation aligns with the City's goals of compensating employees at a competitive level in relation to the market for public safety employees and specifically in relation to Firefighters currently employed by the City of Monterey who hold a State of California Paramedic Certificate. This recommendation further aligns with the City's Consolidation goals by including contingent provisions that allow for flexibility in the term of the MOU depending on the progress and outcome of the Consolidation negotiations.

Accordingly, staff recommends that the City Council approve a Resolution (**Attachment 1**) adopting a Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2024 through June 30, 2026, authorize the City Administrator to execute the Memorandum of Understanding (**Attachment 2**), and adopt the Ambulance Association classifications salary plan in accordance with Municipal Code 2.52.520 (**Attachment 3**).

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2024-045

Attachment 2) Exhibit A - MOU

Attachment 3) Exhibit B - Salary Schedule

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

Attachment 1

RESOLUTION NO. 2024-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CARMEL FIRE AMBULANCE ASSOCIATION AND ADOPTING THE CARMEL FIRE AMBULANCE CLASSIFICATIONS SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 AS OF JULY 1, 2024

WHEREAS, the current Memorandum of Understanding (MOU) between the City and employees represented by the Carmel Fire Ambulance Association will expire on June 30, 2024; and

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with the Carmel Fire Ambulance Association regarding salaries and other terms and conditions of employment; and

WHEREAS, the City and the Carmel Fire Ambulance Association have reached an agreement which is embodied in the attached Memorandum of Understanding for the period of July 1, 2024 through June 30, 2026, which may be shortened under conditions set forth in the MOU; and

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

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

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

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

1. Authorize the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel Fire Ambulance Association. (Exhibit A)
2. Authorize and approve the City Administrator to establish the pay rates/schedule for Carmel Fire Ambulance classifications. (Exhibit B)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

RESOLUTION 2024-045
EXHIBITS

Exhibit A - Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel Fire Ambulance Association

Exhibit B - Pay rates/schedule for Carmel Fire Ambulance classifications

MEMORANDUM OF UNDERSTANDING

between the

City of Carmel-by-the-Sea

and the

Carmel Fire Ambulance Association

for the period

July 1, 2024- June 30, 2026

Memorandum of Understanding: Carmel Fire Ambulance Association
July 1, 2024 – June 30, 2026

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Memorandum of Understanding: Carmel Fire Ambulance Association
July 1, 2024 – June 30, 2026

**Memorandum of Understanding
Between
The City of Carmel-by-the-Sea
And
Carmel Fire Ambulance Association**

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is entered into between the City of Carmel-by-the-Sea, hereinafter referred to as "CITY," and the Carmel Fire Ambulance Association, hereinafter referred to as "ASSOCIATION," pursuant to California Government Code Section 3500 et seq. The purpose of this MOU is to establish rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the ASSOCIATION as the recognized exclusive representative for the following classification:

- **Firefighter Paramedic**

2.2 For clarity in this agreement the following definition shall apply:

Shift Employee: Those employees classified as regular, full time Firefighter Paramedics, who are normally assigned to work a Fifty-Six (56) hour work period.

ARTICLE 3: TERM OF CONTRACT

3.1 The term of this MOU shall begin on July 1, 2024 and continue through the earlier of June 30, 2026, or the effective date of merger/consolidation with the City of Monterey .

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ARTICLE 4: PROBATION

- 4.1 Probationary Period: All original, promotional and re-hire appointments to full time, regular classifications shall be subject to a probationary period of eighteen (18) months. Employees who miss more than five shifts during their probationary period shall have their probation extended by an equal number of shifts as those missed.
- 4.2 Objective of Probationary Period: The probationary period shall be regarded as part of the selection process and shall be utilized for training and observation of the new employee on work assignments and standards in order to evaluate the employee's performance.
- 4.3 Rejection of Probationary Employee: During the probationary period, an employee may be rejected at any time by the City Administrator upon recommendation of the Department Manager without the right of appeal. Notification of rejection shall be served to the probationary employee in writing. Any promoted employee who is rejected during the probationary period shall be entitled to return to the position held prior to promotion at the range and step held prior to promotion, unless the rejection is due to discharge in which case no reinstatement shall occur
- 4.4 Extension of Probation: All efforts will be made to sufficiently evaluate the probationary employee during the designated period. An extension of the probationary period may, however, be recommended by the appointing authority when good cause exists. Such extension shall be for a specific period of time not to exceed three (3) months.

ARTICLE 5: COMPENSATION

5.1 Regular Full-Time Shift Employee:

A. 2024 Salaries

Effective July 1, 2024, the City shall provide an eight percent (8%) increase to base salary for each unit member.

B. 2025 Salaries

Effective January 1, 2025, the City shall provide an additional four percent (4%) increase to base salary for each unit member; however, in the event the merger/consolidation with the City of Monterey occurs, with compensation obligations for unit members transferred to the City of Monterey prior to January 21, 2025, the City shall not be obligated to provide this increase. In no

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case shall the City of Carmel by-the-Sea be obligated to provide this increase in the event responsibility for compensation of unit members has transferred to the City of Monterey prior to or by January 21, 2025.

ARTICLE 6: EDUCATIONAL INCENTIVE PAY PLAN

- 6.1 Payment Established: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (EIP).
- 6.2 Definitions: For the purpose of this program, the following definitions shall apply:
- A. Base Salary shall mean the monthly salary of the employee as established by the City Council and shall not include any overtime, holiday-in-lieu pay or allowances or other **supplemental** benefits.
 - B. Satisfactory Completion shall mean a grade of "C" or better in any course. No more than one-third (1/3) of the total number of units considered for EIP may be on a "credit only" or "pass/fail" basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a grade of "C- Minus" or less or a failing grade will not be considered eligible under the EIP program.
- 6.3 College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.
- 6.4 Job Related shall mean any college level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator's determination of the eligibility of any course shall be final and shall be obtained prior to taking a course.
- 6.5 Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.
- 6.6 Rates of additional compensation:
- A. Academic Education. Upon satisfactory completion of 30 units of college level related courses, the employee shall receive a salary increase equal to two and one-half percent (2.5%) of their base salary. Upon attainment of 60 units or the attainment of an Associate Degree, the employee shall receive a salary increase equal to five percent (5%) of base salary.

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- B. Non-Academic Training or Instruction. For eligible employees, the City Administrator, upon recommendation of the Department Manager, may grant prior approval for a course of instruction or training, which would lead to the attainment of EIP. The City Administrator shall be guided in this determination by the value to the City of the employee's knowledge and/or skill accumulation, and by the employee's expenditure of time and effort as compared to that put forth by an employee earning the same level of EIP by the accumulation of college-level units (at approximately 30 to 54 hours per college unit).
 - C. In no case shall the EIP rate of compensation exceed five percent (5%)
- 6.7 Eligibility: In order for employees to be eligible for EIP, all of the following conditions shall be met:
- A. Employees currently employed, as of the effective date of this MOU, shall become eligible for EIP once he or she successfully completes 18 months of continuous service to the City. This period of time may be waived at the discretion of the City Administrator.
- Employees hired after January 1, 2017 shall become eligible for EIP on their date of hire.
- B. The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veteran's benefit shall not be considered compensation.
 - C. Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.
 - D. The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.
- 6.8 Time of payment: EIP shall be paid eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

ARTICLE 7: RETIREMENT PROGRAMS

This Section (including subsections) applies to Safety members who are contributing members of CalPERS.

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A. Retirement Benefits for Members Before April 15, 2012.

Employees hired before April 15, 2012 shall be eligible to receive the 3% @ 50 retirement benefit formula, the formula that was in place at the time they began employment at Carmel-by-the-Sea. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the single highest year of service. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in subsection D. below.

B. Retirement Benefits for Members Hired After April 15, 2012 but Before January 1, 2013, and Classic Members, as Determined by CalPERS

Employees hired after April 15, 2012 but before January 1, 2013, and for "classic" employees within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), as determined by CalPERS, who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 50 retirement benefit formula, the formula that was in place at the time they began employment at Carmel-by-the-Sea. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average compensation earnable earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in subsection D. below.

C. Retirement Benefits for Members Hired On or After January 1, 2013

Employees hired on or after January 1, 2013, shall be eligible to receive the 2.7% @ 57 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement. Employees covered by this section shall pay 100% of the required member contribution, which is 50% of the normal cost established by CalPERS. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in subsection D. below.

D. Cost Sharing of Employers Cost Under Section 20516

The CITY shall pay the employer rate prescribed by the Public Employees' Retirement System (CalPERS) in accordance with the rules and regulations governing such employer contributions.

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1. Classic employees described in Paragraphs 3A and 3B above, shall pay 100% of the required member contribution rate of 9% for their respective benefit formula, plus an additional 3% of pensionable compensation towards the employer's contribution for a total of 12%.
For the duration of this Agreement, Classic employees as defined by CalPERS (Paragraphs A and B) described in this Article shall contribute no more than 12% of pensionable compensation towards retirement.
2. PEPRA employees, described in Paragraph 3C above shall pay 50% of the plan's total normal cost, plus an additional 3% of pensionable compensation.
3. For the duration of this contract, the City shall not impose any increases to the member contribution for Classic or PEPRA members beyond those provided herein, unless the employer contribution is reduced by a commensurate rate or as otherwise negotiated by the parties.

E. Additional Retirement Options

The CITY shall continue to maintain the following, contracted retirement options:

1. Single Highest Year (only for employees hired on or before April 15, 2012).
2. Fourth level of 1959 Survivors Benefit (\$2.00 per month cost to the employee)
3. The City agrees to permit members, if they choose, to purchase military service credit as public service to the extent permitted by PERS, solely at the members' expense.
4. Pursuant to Resolution No. 96-116 qualified members shall have the option to elect the pre-tax payroll deduction plan for their service credit purchases (i.e., redeposit, service prior to membership, military service, etc.).
5. In accordance with Government Code Section 20965, upon retirement, members may elect to convert unused accumulated sick leave toward additional CalPERS service credit.

ARTICLE 8: DEFERRED COMPENSATION

- 8.1 The CITY offers employees the opportunity to participate in a deferred compensation plan on a voluntary basis through the payroll deduction plan. Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plans (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

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- 8.1.1 The City shall make monthly contributions on behalf of each Full Time Shift employee as follows:

PEPRA Employees	\$100/month
Classic Employees	\$ 25/month

The individual members of the ASSOCIATION shall specify the City sponsored plan and investment option(s).

ARTICLE 9: UNIFORM ALLOWANCE

- 9.1 Regular Full Time Shift Employees shall be entitled to a uniform allowance of \$50.00 per month for dry cleaning of their uniforms. The City will continue to provide two new uniforms to new employees and replace any damaged or worn uniforms, upon request from the employee and approval of the Director. The City will reimburse employees up to \$300 per year for boot replacement or repair. Reimbursement will require a receipt from the employee.

The items provided to new members by the City are:

- 2 pair of duty pants
- 2 Class B Uniform Shirts
- 1 Belt
- 1 pair of boots not to exceed \$300
- A Badge
- A City firefighter ID Card

ARTICLE 10: HOLIDAYS

- 10.1 The following holidays shall be observed:

- A. January 1 - New Year's Day
- B. Third Monday of January - Martin Luther King Day
- C. February 12th - Lincoln's Birthday
- D. Third Monday of February - President's Day
- E. Last Monday of May - Memorial Day
- F. July 4th – Independence Day
- G. First Monday of September - Labor Day
- H. November 11th - Veteran's Day
- I. The Thursday in November appointed by the Governor or the President as Thanksgiving Day
- J. The Friday immediately following the Thursday in November designated as Thanksgiving

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- K. The weekday (excludes Saturday and Sunday), which precedes December 25th
- L. December 25th – Christmas Day

ARTICLE 11: GENERAL LEAVE

- 11.1 Full Time Shift Employees of the Association shall be entitled to one shift (24 hours) of General Leave during the period of the contract. The Department Manager shall approve use of General Leave. General Leave may not be accumulated from one year to the next and may not be considered for monetary compensation.

ARTICLE 12: HOLIDAY-IN-LIEU

- 12.1 Regular Full Time Shift Employees of the ASSOCIATION shall be compensated at the regular hourly rate for that position for holidays.

ARTICLE 13: VACATION ACCRUAL PLAN

- 13.1 The following vacation accrual schedule shall be in effect for all Regular Full Time Shift Employees:

1 - 4 years of service:	144 hours per year
5 - 10 years of service:	168 hours per year
11 - 15 years of service:	216 hours per year
15 years of service and over:	288 hours per year

- 13.2 Usage shall only be in increments of twenty-four (24) hours, unless prior approval has been obtained from the appropriate department administrator.
- 13.3 The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years; an employee stops earning vacation once the employee has banked an amount equal to two years accrual, and does not begin earning vacation again until the employee's accrual drops below that amount. The Public Safety Director may grant exceptions with approval by the City Administrator.
- 13.4 During the term of this MOU, the parties agree to meet and confer on the Association's proposal that members receive service credit from other agencies.

ARTICLE 14: BEREAVEMENT LEAVE

- 14.1 Each regular full time Shift Employee of the ASSOCIATION shall be entitled to use seventy-two (72) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family.

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- 14.2 Immediate family is defined as the employee's spouse, child, stepchild, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 15: SICK LEAVE

- 15.1 The rate of accrual for sick leave for Regular Full Time Shift Employees of the ASSOCIATION shall be 24 hours per month. These days are to be used in used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel- by-the-Sea.
- 15.2 Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour, for example:

<u>Time Off Work</u>	<u>Time Charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

- A. Medical appointments of 59 minutes or less, with written physician verification, shall not be charged to an employee's sick leave account.
- B. Medical appointments of 59 minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15 minute segments
- C. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.
- 15.3 Regular Full Time Shift employees hired on or after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours, while employed. A maximum of six hundred (600) base hours will be the total amount on which the City will base reimbursement to the employee upon termination or resignation from employment.

This provision does not apply to employees with less than five (5) years of continuous service who **shall not** be entitled to any compensation under this section.

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- A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, times the actual hourly rate at the time of resignation.
 - B. Retirement from employment after five (5) years will result in reimbursement at 50% of 600 hours maximum, times the actual hourly rate at the time of resignation.
- 15.4 Upon approval of the department manager, accrued sick leave may be used to accommodate the need for additional hours in the case of illness, disability, or death in the employee's immediate family. Immediate family is defined as the employee's spouse, child, step-child, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of sick leave for this purpose.
- 15.5 Pursuant to Government Code Section 20965 and the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 16: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

- 16.1 General Requirements: A Regular Full Time Shift employee shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. Individual determinations of catastrophic illness or major injury from an accident shall be determined by the appointing authority (City Administrator)
- 16.2 The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible.
- 16.3 Generally, the illness or accident recovery period must be longer than three weeks for the employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.
- 16.4 Any employees desiring to contribute hours must maintain a minimum balance of three hundred-sixty (360) hours after the transfer has been deducted from their sick leave account(s).
- 16.5 Hours transferred from general employee accounts to any Shift Employee of the ASSOCIATION shall be deducted in eight (8) hour blocks and converted into twenty- four

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- (24)-hour units by multiplying by three (3). The result shall be the number of hours that will be transferred to the employee.
- 16.6 Hours transferred from these accounts to any forty (40) hour per week employee shall be deducted in twenty-four (24) hour blocks and converted into eight hour units by dividing by three (3). The result shall be the number of hours that will be transferred.
- 16.7 Employee Use of the Program - Employees **MUST**:
- A. Notify their Department Manager to request assistance in utilizing the program.
 - B. State the reason for the request and the approximate number of hours they believe will be needed.
- 16.8 The Department Manager **WILL**:
- A. File the employee's request with the Human Resources Office.
- 16.9 The Administrative Services Department **WILL**:
- A. Present the request to the City Administrator for authorization and determination of the validity of the request.
 - B. Disseminate notices to Municipal Departments stating an employee is in need of sick leave hours and request interested employees to contact the Administrative Services Department.
 - C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.
 - D. Notify the Finance Specialist to make the transfer of sick leave hours when the transfer is approved.
- 16.10 The City Administrator **WILL**:
- A. Review requests for participation in the program.
 - B. Authorize or deny the transfer of sick leave hours pursuant to the request.

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ARTICLE 17: PHYSICAL EXAMINATIONS

- 17.1 Each Regular Full Time Shift employee under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.

During the term of this MOU, the parties agree to meet and confer a City wide wellness program.

- 17.2 Regular Full Time Shift Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.
- 17.3 Regular Full Time Shift Employees forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section.
- 17.4 The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.
- 17.5 A licensed physician of the employee's choice may perform physical examinations. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

ARTICLE 18: HOURS OF WORK/SCHEDULING

- 18.1 The work period for Shift Employees shall be fifty-six (56) hours.
- A. Development of the shifts pursuant to this agreement shall be at the discretion of the Department Manager, subject to meet and confer in good faith.

ARTICLE 19: OVERTIME COMPENSATION AND/OR COMPENSATORY TIME

- 19.1 The CITY shall comply with all regulations established by the Fair Labor Standards Act (FLSA)

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- 19.2 Shift Employees shall have all overtime compensation based on the fifty-three (53) hour work period rate. Exception: The three (3) hours between fifty-three (53) and fifty-six (56) shall be compensated at **half** time.
- 19.3 There shall be a one (1) hour minimum call back.
- 19.4 Overtime shall be compensated at time and one-half for all work performed over the normal work period. Paid time off shall be counted as time worked.
- 19.5 Employees entitled to overtime compensation may, in lieu of monetary compensation for statutory overtime, choose to receive compensatory time at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the department manager.
- 19.6 Accrued compensatory time may be used within a “reasonable period” of time after an employee’s request as long as it does not “unduly disrupt” the operations of the agency. (Per FLSA guidelines)
- 19.7 Compensatory time may be accrued up to the following limits with Department Manager approval: 120 hours (equivalent to 80 hours at time and one-half). In the first pay period of June and December of each year, members may cash out any accrued compensatory time beyond 80 hours. Any cash out may not result in a compensatory time bank of fewer than 80 hours.
- 19.8 In the event compensatory time is sold back to the CITY, it will be paid at the FLSA regular rate.

ARTICLE 20: INSURANCE PROGRAMS

- 20.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.
- 20.2 For the purposes of this section the following definitions and groupings of coverage shall exist:
 - A. **Non-Elective (Core):** Mandatory coverages: (Employer Paid)
 - 1) The mandatory contribution required by CalPERS for each employee enrolled in the medical protection program. The non-elective City contribution/premium toward the medical will be CalPERS minimum contribution under Gov. Code Section 22892.

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- 2) Employee/Dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen
 - 3) Collective employee/dependent vision premium established by the City's broker of record for the self-insured vision plan.
 - 4) Basic \$30,000 life insurance premium (available only to Full-Time Shift employees).
 - 5) Accidental Death and Dismemberment Policy (available only to Full Time shift employees)
- B. **Elective (non-core) coverages**, available for purchase with flexible spending monies given each eligible employee:
- 1) Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.
 - 2) Optional (Supplemental) Life Insurance
 - 3) I.R.C. Section 125 - Flexible Spending Account
 - 4) I.R.C. Section 125 - Dependent Care
- C. **Opting Out (Medical Program Only)**: Full-Time Shift- employees may elect not to participate in the CalPERS medical plan. Anyone opting out **shall only be eligible to take cash in the amount of \$291 per month**, providing they meet the following condition(s):
- 1) They shall submit proof of coverage elsewhere.
 - 2) They shall sign a medical plan waiver.
 - 3) Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.
 - 4) Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.
- D. **Section 125 Plan**: The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party

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administrator provides administration of the plan. The City pays administrative fees.

20.3 Medical Insurance Contributions:

A. The City's Maximum Medical Premium Contribution will be capped at 80% of the PORAC, CalPERS CHOICE, SELECT, CARE, or EPO Medical Premium for eligible employees enrolled in the Public Employees' and Hospital Care Act (PEMHCA) Medical Plan.

20.4 If employees select elective benefits which cost more than their allotted flexible spending dollars as defined in Section 20.3, that cost will be deducted through payroll deduction on a monthly basis, using pre-tax dollars.

20.5 As stated in Section 20.2(B.2) above, the CITY agrees to maintain a contract for Supplemental Term Life Insurance. The cost of this insurance shall be paid fully by each participating employee. Implementation and continuation requires participation of ten (10) employees from the eligible group. For purposes of this program the eligible group shall include all city employees currently eligible for the City Funded Life Insurance. Individuals must purchase coverage in blocks of \$10,000, with 5 blocks available without a medical certification/examination. Dependent blocks are also available. Rates for each \$10,000 of coverage and are determined on a cash-specific basis using age of the individual and whether or not the individual is a smoker/non-smoker.

ARTICLE 21: OTHER BENEFITS

21.1 Jury Duty

A. The CITY provides time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the CITY.

21.2 Employee Payroll Deductions

A. The CITY, upon authorization from any employee, shall make direct deposit(s) to the financial institution of the employee's choice providing the CITY has the compatible technology to do so. Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

ARTICLE 22: IMPASSE RESOLUTION

22.1 Impasse Defined

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- A. "Impasse" means that the representatives of the City and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

22.2 Initiation of Impasse Procedures

- A. If the meet and confer process has reached impasse as defined in "A" above, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. The City Administrator shall then schedule an impasse meeting promptly. The purpose of such meeting shall be:
- B. To allow the parties to review each other's position in a final effort to reach agreement on a Memorandum of Understanding; and
- C. To discuss arrangements for the utilization of the impasse procedures if the impasse is not resolved.

22.3 Mediation

- A. The parties agree that if the impasse is not resolved the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee Association.
- B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

ARTICLE 23: MANAGEMENT RIGHTS

- 23.1 It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.
- 23.2 It is agreed that during the term of this contract the CITY shall not be required to meet and confer on matters, which are solely a function of management, including the right to:
 - A. Determine and modify the organization of City government and its constituent work units.

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- B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
 - C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
 - D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
 - E. Establish employee performance standards and to require compliance therewith.
 - F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.
 - G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
 - H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.
 - I. Take all necessary actions to protect the public and carry out its mission in emergencies.
- 23.3 Decisions under this section shall not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

ARTICLE 24: SEPARABILITY

- 24.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

ARTICLE 25: EFFECT OF AGREEMENT

- 25.1 This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto. Any items, from previous agreements, not addressed in this agreement are carried forward.

SIGNATURES

For the City of Carmel-by-the-Sea:

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Chip Rerig, City Administrator

Dated

Katy Suttorp, City Negotiator

Dated

For the Carmel Fire Ambulance Association:

Jon Moulton, Negotiator

Dated

Isaac Eckel, Negotiator

Dated

Stuart D. Adams, Esq., CFAA Negotiator

Dated



City of Carmel by the Sea

CARMEL FIRE AMBULANCE ASSOCIATION

City Council Meeting: June 4, 2024 | Reso #

SALARY SCHEDULE

Effective July 1, 2024

8% effective July 1, 2024		Longevity*						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefigher/Paramedic	A-1	Hourly:	\$36.66	\$38.25	\$39.94	\$41.71	\$43.59	\$44.90
		Monthly:	\$8,419.34	\$8,784.50	\$9,172.62	\$9,579.12	\$10,010.88	\$10,311.73
		Annual:	\$101,032.03	\$105,413.94	\$110,071.44	\$114,949.42	\$120,130.55	\$123,740.81

Notes:

*Step 6: Association members are eligible for a one-time 6th step after completing ten (10) continuous years of service with the City of Carmel by the Sea, three percent (3%) longevity/merit increase, per MOU



City of Carmel by the Sea

CARMEL FIRE AMBULANCE ASSOCIATION

City Council Meeting: June 4, 2024 | Reso #

SALARY SCHEDULE

Effective January 1, 2025

4% effective January 1, 2025		Longevity*						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefigher/Paramedic	A-1	Hourly:	\$38.13	\$39.78	\$41.54	\$43.38	\$45.33	\$46.69
		Monthly:	\$8,756.94	\$9,135.87	\$9,540.08	\$9,962.65	\$10,410.49	\$10,722.83
		Annual:	\$105,083.23	\$109,630.50	\$114,480.92	\$119,551.81	\$124,925.85	\$128,673.90

Notes:

*Step 6: Association members are eligible for a one-time 6th step after completing ten (10) continuous years of service with the City of Carmel by the Sea, three percent (3%) longevity/merit increase, per MOU