



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

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

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

REGULAR MEETING Tuesday, June 2, 2020

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

To attend via Teleconference; Dial in number 1-218-288-2816 PIN: 243 883 074#

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

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

EXTRAORDINARY BUSINESS

- A. Proclamation recognizing June 2020 as LGBTQ Pride Month.**

PUBLIC APPEARANCES

Members of the Public are invited to speak on any item that does not appear on the Agenda and that is within the subject matter jurisdiction of the City Council. The exception is a Closed Session agenda, where speakers may address the Council on those items before the Closed Session begins. Speakers are usually given three (3) minutes to speak on any item; the time limit is in the discretion of the Chair of the meeting and may be limited when appropriate. Applicants and appellants in land use matters are usually given more time to speak. If an individual wishes to submit written information, he or she may give it to the City Clerk. Speakers and any other members of the public will not approach the dais at any time without prior consent from the Chair of the meeting.

ANNOUNCEMENTS

- A. City Administrator Announcements**

- B. City Attorney Announcements
- C. Councilmember Announcements

CONSENT AGENDA

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

1. Approve May 4, 2020 Special Meeting Minutes, May 5, 2020 Meeting Minutes and May 12, 2020 Special Meeting Minutes as presented.
2. Review monthly reports for April: 1.) City Administrator Contract Log; 2.) Community Planning and Building Department Reports; 3.) Police, Fire, and Ambulance Reports; 4.) Public Records Act Requests, and 5.) Public Works Department Report
3. April 2020 Check Register Summary
4. Ordinance 2020-002 temporarily prohibiting evictions of tenants arising from income loss or substantial medical expenses related to the Coronavirus pandemic.
5. Resolution 2020-031 supporting the designation of US Bike Route 95 through Carmel by the American Association of State Highway and Transportation Officials
6. Resolution 2020-032, rejecting all bids received for the Police Building Renovation Project and directing staff to defer the project into the 5-Year Capital Improvement Plan
7. Resolution 2020-033, calling for the holding of a Municipal Election to be held on Tuesday, November 3, 2020, 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 3, 2020 City of Carmel-by-the-Sea Municipal Election.

ORDERS OF BUSINESS

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

8. Resolution 2020-034 authorizing the Mayor to execute a third amendment to the City Administrator At-Will Employment Agreement effective June 1, 2020
9. Resolution 2020-035 approving the rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, including special services, effective July 1, 2020
10. Resolution 2020-036, authorizing the City Administrator to give notice of termination of the existing Agreement for fire services with the City of Monterey and pursue a new agreement for fire services through a competitive bidding process
11. Consideration of an Urgency Ordinance waiving the provision of Section 1318 of Ordinance No. 122 C.S. to adopt an annual resolution setting the value of improved off-street parking facilities.
12. Verbal report on Coronavirus ("COVID-19") issues

PUBLIC HEARINGS

13. Resolution 2020-037 adopting the Fiscal Year 2020-2021 Appropriations Limit
14. Receive a presentation on the Fiscal Year 2020-2021 Recommended Budget and provide direction to staff

FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, NE corner of Ocean Avenue and Lincoln Street, and 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/carmel/> on in accordance with the applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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

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

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RECOGNIZING JUNE 2020 AS LGBTQ PRIDE MONTH**

Whereas, the City of Carmel-by-the-Sea has a diverse Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) community and is committed to celebrating and supporting visibility, dignity and equity for all people in the community, and

Whereas, the City of Carmel-by-the-Sea has a long and proud history of diversity, inclusion and civil rights, and

Whereas, continued discrimination against LGBTQ peoples makes it important for cities to stand up and show solidarity and support for our LGBTQ residents and those in the community at large, and

Whereas, in these days it is important to be kind and to open our hearts to all of our community members, and

Whereas, many cities across the United States recognize and celebrate June as LGBTQ Pride Month, and June has become a symbolic month in which the LGBTQ community and allies come together in various celebrations of pride, and

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby declare June 2020 as LGBTQ Pride Month.

David Potter, Mayor



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

June 2, 2020
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Approve May 4, 2020 Special Meeting Minutes, May 5, 2020 Meeting Minutes and May 12, 2020 Special Meeting Minutes as presented.

RECOMMENDATION:

Approve May 4, 2020 Special Meeting Minutes, May 5, 2020 Meeting Minutes and May 12, 2020 Special Meeting Minutes as presented.

BACKGROUND/SUMMARY:

The City Council routinely approves the Minutes of its meetings.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

- Attachment #1 - May 4, 2020 Special Meeting Minutes
- Attachment #2 - May 5, 2020 Meeting Minutes
- Attachment #3 - May 12, 2020 Special 4PM Meeting Minutes
- Attachment #4 - May 12, 2020 Special 430PM Meeting Minutes

CITY COUNCIL SPECIAL MEETING
Monday, May 4, 2020
4:00 PM

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

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:01

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

PUBLIC APPEARANCES

None

CLOSED SESSION

- Item A:** Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 Agency Designated Representative: Assistant City Administrator Maxine Gullo; Employee Organizations: General / Management (LiUNA), POA, Ambulance
- Item B:** Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 Agency Designated Representative: City Attorney; Unrepresented employee: City Administrator
- Item C:** Conference with Real Property Negotiators (§ 54956.8). Property: 25800 Hatton Road. Agency Negotiators: Director of Contracts & Budgets Sharon Friedrichsen, and Director of Public Works Robert Harary. Negotiating Parties: Les Albiol and Patricia Albiol. Under Negotiation: Terms and Conditions for New (Residential Curatorship) Lease
- Item D:** Consultation with: City Administrator, Assistant City Administrator, Chief of Police and City Attorney – Threat to Public Services pursuant to Government Code Section 54957.
- Item E:** Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (two cases)

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk

REGULAR MEETING
Tuesday, May 5, 2020

OPEN SESSION
4:30 PM

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

CALL TO ORDER AND ROLL CALL

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

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

EXTRAORDINARY BUSINESS

Item A: Monterey County Convention and Visitors Bureau (MCCVB) Update
Discussion among the City Council and Rob O'Keefe, President and CEO for MCCVB included discussion of the development of protocols and a pledge by the Carmel Innkeepers Association that will be presented to Visit Carmel and Monterey County and discussion of a timeline to provide to the County Health Officer.

Item B: Proclamation for Public Works Week

Item C: Proclamation for Municipal Clerks Week

PUBLIC APPEARANCES

The following members of the public spoke:

Dale Byrne
Richard Kreitman

ANNOUNCEMENTS

Item A: Councilmember Announcements
Council Member Reimers discussed the Ford Ord Reuse Authority receipt of a 2020 National Federal Facility Excellence in Site Reuse Award.

Item B: City Attorney Announcements/ Closed Session Oral Report in accordance with GC § 54957.1(a) The City Attorney stated the City Council met in Closed Session on May 4, 2020 and discussed the matters listed on the agenda. The City Attorney stated, with regard to Item C, Conference with Real Property Negotiators (§ 54956.8) Property: 25800 Hatton Road. Agency Negotiators: Director of Contracts & Budgets Sharon Friedrichsen, and Director of Public Works Robert Harary. Negotiating Parties: Les Albiol and Patricia Albiol. Under Negotiation: Terms and Conditions for New (Residential Curatorship) Lease; the City will be discontinuing negotiations with the parties at this time, at their request, and will evaluate available options with regard to Flanders Mansion as time permits; no other reportable action.

CONSENT AGENDA

Council Member Baron requested the City Forester's Report included in Item No. 2 be removed for separate discussion.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Reimers, the City Council approved the Consent Calendar except the Forester's Report as part of Item No. 2, by the following roll call vote:

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

Council Member Baron discussed his concerns with the change in the format of the Forester's report; specific information is not included in the new format, and requested the Forest and Beach Commission review the format and make suggestions to the City Forester regarding what information is needed on the report.

Discussion took place regarding allowing the City Forester to create the report, manage the forest and respect her position. Further discussion included discussion that the information is in the report and may not be in the format it used to be. Additional discussion took place regarding the role of the Forest and Beach Commission in the development of the report.

On a motion by Council Member Baron and seconded by Mayor Potter, the City Council did not accept the Forester's Report included in Item No. 2, requested the Forest and Beach Commission develop a new format for the report and, when done, bring the information for 2020 to the City Council for approval, by the following roll call vote:

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

Item 1: Approve March 30, 2020 Special Meeting Minutes, April 6, 2020 Special Meeting Minutes, April 7, 2020 Meeting Minutes, and April 15, 2020 Special Meeting Minutes as presented.

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

Item 3: March 2020 Check Register Summary

Item 4: Adopt Resolution 2020-028, authorizing a Free Use Day of the Sunset Center Theater and Lobby for the Monterey Symphony.

Item 5: Adopt Resolution 2020-029, amending Policy C95-01 Claims against the City

ORDERS OF BUSINESS

Item 6: Ordinance temporarily prohibiting evictions of tenants arising from income loss or substantial medical expenses related to the Coronavirus pandemic.

Council Member Reimers recused herself from this item because her family owns rental property.

Mayor Pro Tem Richards recused himself from this item because he owns two rental units in the downtown area.

The City Attorney provided the staff report for this item.

On a motion by Council Member Theis and seconded by Council Member Baron, the City Council requested a reading of the title of Ordinance 2020-002, waived further reading and introduced Ordinance 2020-002 temporarily prohibiting evictions of tenants arising from income loss or substantial medical expenses related to the Coronavirus pandemic, by the following roll call vote:

AYES: BARON, THEIS, POTTER
NOES: NONE
ABSENT: NONE
RECUSED: REIMERS, RICHARDS

Council Member Reimers and Mayor Pro Tem Richards returned to the meeting at this time.

Item 7: Verbal report on Coronavirus ("COVID-19") issues

The City Administrator provided the report for this item.

Verbal report, no formal action needed.

Item 8: Second Review of the proposed Fiscal Year 2020/21 Capital Improvement Program and Provide Direction to Staff

It was the consensus of the City Council to waive the staff report for this item due to the lengthy discussion that took place regarding the specific projects at the April 7, 2020 meeting.

Discussion among the City Council and staff included discussion of not moving forward with any projects other than those legally required to, discussion of limiting work to items that may impact the integrity of buildings such as the Scout House roof project, Flanders roof repair and Sunset Center windows. Further discussion took place regarding training staff to handle certain projects that, under different circumstances, would have been contracted out; monthly updates of the budget situation as information allows and discussion of continuing specific projects including drainage projects that impact health and safety in the community. Additionally, discussion was had regarding the difficult decision in not moving forward with the paving projects due to the return on investment for those projects; public safety is priority.

Item 8 Continued...

The following members of the public spoke:
Karen Ferlito

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council approved defunding projects listed in Category I for FY 19/20 and deferring all projects listed in Category II, except for the ADA Upgrades, Year 3 as listed in the Staff Report, by the following roll call vote:

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

PUBLIC HEARINGS

Item 9: Adopt Resolution 2020-030 adopting a schedule of fees for Fiscal Year 2020-2021 for Administrative Services, Community Activities, Community Planning and Building, Public Safety and Public Works Services and provide direction to staff

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

Discussion among the City Council and staff included extensive discussion regarding the permit fees and associated fines related to tree pruning and removal. Discussion also took place regarding having the Forest and Beach Commission review the fees, fines and processes associated with trees. Additional discussion took place regarding motion picture commercial filming fees.

The following members of the public spoke:
Karen Ferlito

On a motion by Council Member Baron and seconded by Council Member Theis, the City Council adopted Resolution 2020-030 adopting a schedule of fees for Fiscal Year 2020-2021 for Administrative Services, Community Activities, Community Planning and Building, Public Safety and Public Works Services, increased the fee for Norton Garage from \$1,500 to \$1,600 a year and referred S-072, S-072A, S-072C and S-072D fees to the Forest and Beach Commission for their input, by the following roll call vote:

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

Item 10: Discuss adoption of a Resolution establishing the value of parking in-lieu fees at \$105,044, per parking space based on the recently adopted 2019 California Building Codes; discuss other options regarding the Parking In-Lieu Fee Program; and provide direction to staff

The Interim Director of Community Planning and Building provided the staff report for this item.

Item 10 Continued...

The following members of the public spoke:

Tony Lombardo
Stuart Clark
Henry Reimke

Discussion among the City Council and staff included discussion of the additional staff time involved in making modifications to the program, the use of a consultant, in the future, if that is an option the Council wants to consider and modifying the formula used to determine the fee. Additionally, the City Council and staff discussed comparing the fee to other coastal cities and ensuring consideration is given to residential projects to encourage housing in downtown. Discussion took place regarding use of in lieu fees in the residential zone, following the Municipal Code, land value in Carmel, the use of City property for a parking structure and a parking study previously done in the City. The City Council further discussed considering a combination of multiple options as opposed to choosing just one option.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council adopted Option 2 and Option 3 as provided in the Staff Report with direction to the City Administrator to coordinate with staff, as time permits, with regard to the details of Option 3 including research to determine if funds in the in lieu fee account can be used to pay for a consultant or other work that is needed in the future, by the following roll call vote:

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

FUTURE AGENDA ITEMS

Council Member Baron requested an item regarding the process for reopening the City be placed on an agenda in the future.

ADJOURNMENT

Mayor Potter adjourned the meeting at 7:18 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk

CITY COUNCIL SPECIAL MEETING
Tuesday, May 12, 2020
4:00 PM

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

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:00

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

CLOSED SESSION

Item A: Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (one case)

Mayor Potter reconvened the meeting at 4:30

OPEN SESSION

City Attorney Announcements/ Closed Session Oral Report in accordance with GC § 54957.1(a); The City Attorney stated there is no reportable action regarding Closed Session.

ORDERS OF BUSINESS

Council Member Reimers recused herself from this item because a restaurant resides on property her family owns near the location in question.

Item 1: Consideration of providing access to the public right of way.

The City Administrator provided the staff report for this item.

The following members of the public spoke:

Ken Spielfogle
Jenny MacMurdo
Richard Kreitman
David Fink
Randy Burnett
Tracy Henderson
Jan Reimers
Gabriel Georis
Walter Georis
Karen Ferlito
LisAnne Sawhney
Jack Galante
Kurt Grasing
Judy Profeta
Kim Stemler
Adam Jeselneck
Anthony Cardazo
Rich Pepe

Item 1 Continued...

Discussion among the City Council and staff included discussion of Council's desire and the importance of getting something moving as soon as possible which cannot happen without discussion and consensus to provide direction to Staff to work with various agencies to create a plan. Discussion included fairness, showing "the powers that be" that the City can do this and manage it, the need for cleanliness, maintenance, security, restrooms and who will be responsible for the various resources needed such as tables and chairs and disinfecting the area. Additionally, the City Council and staff discussed use of to-go containers only, concerns with the details related to the street closure, timing for the potential program as it relates to the Shelter in Place Order and discussion of taking care of our residents. Comments regarding a smaller scale program spread out through the City, the impacts to the City's budget and staff, and the importance of having the restaurants take ownership of, and responsibility for, the program were made. If businesses do not succeed, the City does not succeed and if nothing is done many are impacted. Further discussion took place regarding setting up and tearing down each day and the potential use of, and the wear and tear on, Devendorf Park.

It was the consensus of the Council to give direction to Staff to discuss program details with agencies in the community including: the closure of Dolores Street and what that looks like, the definition of and the operation of the program, health and safety issues, sanitary issues, table placement, impact to parking and the possibility of restaurants using parking spaces through a potential encroachment permit process, and potential additional dining opportunities and areas in the City that might be acceptable. The City Council requested those working on the project poll the community, the restaurants, wine tasting rooms and other merchants and come back with a proposal for the Council to consider. The City Council is not looking to find loopholes or bend the rules in place by the State or County.

ADJOURNMENT

Mayor Potter adjourned this meeting along with the 4:30 p.m. Special Meeting at 7:08 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk

CITY COUNCIL SPECIAL MEETING
Tuesday, May 12, 2020
4:30 PM

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

CALL TO ORDER AND ROLL CALL

Mayor Potter called this meeting to order along with another Special Meeting scheduled for 4:00 p.m.

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

ORDERS OF BUSINESS

Item 1: Receive a presentation on the FY 2020-2021 proposed budget and provide direction to staff

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

The following members of the public spoke:

Barbara Livingston
Karen Ferlito
Moir LaMountain

Discussion among the City Council and staff included discussion of current fiscal year and next fiscal year budget deficits, use of fund balance and reserves, and discussion of the elimination of positions. Additionally the City Council and staff discussed the importance of preserving positions any way possible as well as the importance of fuel (weed) reduction as it relates to public safety. Discussion of training and utilizing staff for services the City has historically contracted for, spending on marketing and concerns regarding tax projections took place. The City Council and staff further discussed the lack of visitors to the City and the associated impacts to all the businesses, future budget reports, potential salary reductions "across the board" and potential revenue sources.

No action needed; receive presentation only.

ADJOURNMENT

Mayor Potter adjourned the meeting at 7:08 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk



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

June 2, 2020
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Review monthly reports for April: 1.) City Administrator Contract Log; 2.) Community Planning and Building Department Reports; 3.) Police, Fire, and Ambulance Reports; 4.) Public Records Act Requests, and 5.) Public Works Department Report

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports.

Based upon Council direction provided during the April 7, 2020 meeting, staff have added a new section to the monthly staff report regarding the home mail delivery program. Listed below is a summary of the number of addresses receiving City-funded mail delivery services through the contract courier service.

Peninsula Messenger Service update: The month of April had an increase of 9 residents who requested mail delivery service. The invoice submitted by Peninsula Messenger Service shows 167 residents received the service as of April 30, 2020. The increase is believed to be related to the Shelter In Place Order as a result of the Covid-19 Pandemic.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

Attachment #1a - REVISED March 2020 City Administrator Contract Log
Attachment #1b - City Administrator Contract Log

Attachment #2 - Community Planning & Building Report
Attachment #3 - Police, Fire & Ambulance Report
Attachment #4 - Public Records Act Request Logs
Attachment #5 - Public Works and Forester Report

City Administrator Contract Log
FY 2019-20

Date Entered Into	Contractor	Contract Amount	Purpose
1-Mar-20	ANDERSON COMMUNICATINS EXPERTISE	\$3,500.00	Review current telecom services with a goal of removing services not longer needed or modifying services to meet current requirements
2-Mar-20	AVIATE ENTERPRISES INC	\$15,000.00	IT Security DARKTRACE Program 1 year subscription

City Administrator Contract Log

Nothing to report for April, 2020



CITY OF CARMEL-BY-THE-SEA

Monthly Report

April 2020

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Acting Community Planning & Building Director
SUBMITTED ON:	May 15, 2020
APPROVED BY:	Chip Rerig, City Administrator

APRIL 2020 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In April of 2020, **13** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In April of 2020, **33** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In April of 2020, **20** new code compliance cases were initialized.

IV. ENCROACHMENT APPLICATIONS:

In April of 2020, **15** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the April 2020 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to April 2019 totals. As shown in the table, in 2020 there was a **40% decrease** in planning permit applications, a **28% decrease** in building permit applications, **37% decrease** in code compliance cases, and a **19% increase** in encroachment permit applications compared to the same period 2019.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2019 Totals	172	223	147	72
2020 Totals	103	161	93	89
% Difference	-40%	-28%	-37%	19%



Planning Permit Report

4/1/2020 - 04/30/2020

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
20104	Preliminary Site Assessment	Remodel 25962 Ridgewood with additional square feet.	25962 Ridgewood	4/29/2020		In Review
20103	Business License	This business license BL 20-103 (Monterey Symphony) authorizes use of a 1335 square foot commercial space offering the following goods and services. a. Primary Use: This use is classified as a Business Office (NAICS 711320): i. This industry comprises promoters primarily engaged in organizing, promoting, and/or managing live performing arts productions, sports events, and similar events, such as state fairs, county fairs, agricultural fairs, concerts, and festivals, in facilities that are managed and operated by others. b. Ancillary Use: The Ancillary Use shall be classified as a Ticket Office (NAICS 561599): i. Ancillary ticket sales for Monterey Symphony performances are permitted.	Hampton Court - 7th & San Carlos	4/29/2020	5/5/2020	Approved
20102	Design Review	the front of the jewelry store of made of oak wood that is badly weathered. we want to sand the store front wood and stain it to a medium brown/walnut color.	Ocean Avenue between San Carlos & Mission N. side	4/29/2020		In Review
20101	Business License	Home Business License: Jennings LLC dba: Health Up	Torres, 4 NW of 5th	4/29/2020		Approved
20100	Design Study	Major remodel of the existing single family house with 6000 sq ft of lot size and 2560 sq ft building including 200 sq ft of a single car garage.	Monte Verde, 2 NE of Santa Lucia	4/27/2020		In Review

20099	Sign	Sign: Alvarado Street Brewery & Bistro	Carmel Plaza, NEC of Mission & 7th Ave, Suite #112	4/23/2020	5/12/2020	Approved
20098	Business License	Business Name change from: Yeast of Eden Brewery & Restaurant to: Alvarado Street Brewery and Bistro	Carmel Plaza, NEC of Mission & 7th Ave, Suite #112	4/23/2020		Approved
20097	Design Study	Add 130 sq. ft to lower existing 275 sq ft apartment and 150 sq ft to existing (827 sq ft) main house on upper floor. New foundations, framing and roof construction, electrical will comply with current 2016 building codes and be designed by engineers.	SWC Dolores & 3rd	4/15/2020		In Review
20096	Design Study	Proposed interior & exterior remodel of (partial roof over master bedroom, masterbath and new roof over garage) and to the existing single family residence.	Carmelo Street, 5 NW of Ocean Avenue	4/14/2020		In Review
20095	Authorized Work	Authorization for Essential Work: Replacement of an existing 6' tall horizontal board interior rear and side yard fence that collapsed, with new 6' tall prefab wood fence panels with lattice on top. The fence posts shall be offset from the base of trees. Fence panels along the street will be replaced at a later time. This permit also authorizes the homeowner to paint his residence ('Dried Chive' color paint chip). The homeowner, Mr. Thinh Vu, lives in the residence full time. Mr. Vu states that he and a family member will do all work on the fence and painting the residence. Per the requirements of the Shelter in Place Order, property owners may conduct work on their own property; however, the owner is not permitted to hire a contractor or professional painter to do any portion of the work. 811 Ticket #: X006501567. Contact: Thinh Vu. Phone # (831) 295-1349.	26000 Junipero Street	3/18/2020	4/10/2020	Approved
20094	Business License	This business license authorizes use of an office space located in the ServiceCommercial (SC) Zoning District providing business and professional services including real estate brokerage. Primary Use: This use is classified as an Office of a Real Estate Agent or Broker (NAICS531210): Engaged in acting as agents and/or brokers in one or more of the following:(1)selling real estate for others; (2) buying real estate for others; and (3) renting realestate for others.	SEC San Carlos & 7th	4/8/2020	4/24/2020	Approved
20093	Design Review	Complete construction of a new accessible restroom located within mission quadrangle. the foundation (concrete slab) was already installed a few years back along with infrastructure during the Quadrangle Renovation project. Refer to DR 14-38.	3080 Rio Road	4/3/2020		In Review
20092	Design Study	1) The installation of three new steel and glass French Doors with arched tops on the rear east elevation of the residence. 2) The replacement of the existing wood bay window on the front west elevation, immediately south of the entry, with a new unclad wood window in the same footprint. 3) The addition of a new steel and glass casement	NEC Scenic & 8th	4/1/2020	5/7/2020	Approved

		window at the south portion of the interior courtyard. 4) Remove an original south-facing door at the kitchen and center the new window on the wall. 6) Re-location of existing sconce light fixtures to the street-facing side of the residence and the installation of new shielded, down-facing FX Luminaire light fixtures at the rear and interior sides of the residence (12 fixtures total), per the revised, approved electrical plan.				

Total Records: 13

5/15/2020



Building Permit Report

04/01/2020 - 04/30/2020

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
200162	4/30/2020		Residential. Re-water proof leaking second story deck	10,000	Building	Camino Real 7 NE 4th
200161	4/30/2020	4/30/2020	Residential. Work is authorized to continue under the Monterey County SIP Order pursuant to Section 13(f)(vi)(8). Work authorized is as following: Identify the cause of the leaking plumbing line and repair. Work is to be completed on or before 5/7/2020. Contact: Runnoe Construction (831) 521-8820	2,000	Plumbing	26366 Scenic Road
200160	4/29/2020	5/4/2020	Residential. Tear off (e) wood shake roof and install (n) Presidential TL Comp and 30# felt over OSB layer. Contact: Riparetti Roofing (831) 393-0100	13,757	Roofing	Torres 2 SE of 1st
200159	4/28/2020	5/8/2020	Residential. Chimney remove & replace per engineer's report. Remove & replace electrical insulation and plaster boards. Contact: PRS Inc (831) 375-4777	150,000	Building	San Antonio 2 NW of 2nd
200158	4/28/2020	5/8/2020	Repair damage from flooded basement, 18" sheetrock, base boards, floors, removed by Servpro. Contact: M3Builders (831) 224-9201	20,000	Building	NE Corner Scenic and Santa Lucia
200157	4/27/2020	4/27/2020	Residential. Broken stucco on east side of home. Repair roughly 4'sq patch of stucco. Contact: Mark Bayne (831) 238-0129	0	Exempt Work	Santa Rita & 5th
200156	4/21/2020	4/21/2020	Residential. Work is authorized to continue under the Monterey County SIP order per Section 13(f)(vi)(7). Description of authorized work is as follows: Installation of irrigation piping in driveway only. No irrigation work that is not essential to stabilizing the driveway is authorized. Completion of backfill and plantings in the driveway only as required to reduce erosion and off-site siltation. No other landscaping work is authorized under this approval other than that which is	0	Exempt Work	Carmelo 2 NW of 7th

			essential to stabilizing the driveway. No work shall take place after Monday, April 27, 2020. Contact: Karen Munro (408) 892-3796			
200155	4/28/2020	4/30/2020	Commercial. remove & replace existing asphalt shingle roofing material & underlayment with new Class A Fire Resistance asphalt shingles & underlayment. Repair dryrot rafter-tails and sheathing where occurs. Contact: Robert Estrella (831) 869-2470	63,000	Roofing	NE Corner Mission & 8th
200154	4/20/2020	4/20/2020	Residential. Tear of existing damaged wood shake roof down to the original sheathing. Install with new class A fire-rated Davinci multi width synthetic slate over one layer of Eco Chief Solarhide and self adhered waterproof membrane at all hips and ridge. Contact: Scudder Roofing (831) 384-1500	37,868	Roofing	Dolores 3 SE of 1st
200153	4/17/2020	4/17/2020	Residential. Work is authorized to take place under the Monterey County SIP order pursuant to Section 13(f)(vi)(7). The description of authorized work is as follows: Repair of the leak in the front window frame to prevent further water damage and infiltration, replacement of the failed gutters to prevent further water damage and infiltration, painting of the eaves under the gutters and the gutters themselves as part of the gutter installation operation. Work shall not be authorized to continue after April 23, 2020. Contact: Shelley Frisbie (650) 464-7414	3,000	Exempt Work	Santa Fe 3 SW of 5th
200152	4/17/2020	4/17/2020	Residential. Remove leaking water heater and install new Bradford White 50 gallon water heater. Work is authorized under County SIP order under Section f(vi)7. No work shall take place after 4/24/2020. Contact: A & R plumbing (831) 394-7221	2,000	Plumbing	Torres 2 SE of 10th
200151	4/15/2020	4/15/2020	Residential. Permit is authorized for construction under the County SIP Order section f(vi)7 for the waterproofing and emergency maintenance of a property from active water infiltration. Scope of work shall include: Excavation of foundation on the east and north sides of the home to allow waterproofing and foundation drain to be installed and stop leak. Conduct additional exploratory work to identify all building elements damaged by the leak and mold growth. Remediate mold to stop further spread. No work shall be authorized to take place after Tuesday, May 19, 2020 at 5:00 p.m. Contact: Gallagher and Barr, Inc (831) 293-8282	120,000	Building	Torres 3 NW of 10th
200150	4/13/2020	4/13/2020	Residential. Replace main electrical panel. Contact: CMA Electric (831) 238-1962	1,000	Electrical	Camino Real 2 SE of 2nd
200149	4/10/2020		Residential. Replace broken water heater so residents may have hot water. Contact: Brad's Plumbing (831) 917-4009	0	Plumbing	SW Corner Carpenter & 3rd

200148	4/10/2020	4/10/2020	Commercial. Remove small section of concrete where 2" gas line enters building. Replace a small section of pipe. Work is authorized to continue under the County SIP order due to being an active leak for a commercial and residential units. Contact: A & R Plumbing (831) 394-7221	2,000	Plumbing	Mission 3 SE of 5th
200147	4/9/2020	4/9/2020	Residential. Remove & replace tankless water heater under the house - Rinnai RUR199IN - 199K BTU. Contact: Smart72 Inc (844) 700-7272	8,156	Plumbing	Forest 2 SW of 7th
200146	4/9/2020	5/5/2020	Residential. Removal of Existing Master Bedroom Deck Paving, Existing Deck Floor Joists/Garage Ceiling Joists and Replace (2) Sill Plates for (2) Existing Framed Walls of Master Bedroom. Add New Sloped Deck Floor Joist Structure, New Waterproofing System and New Pedestal System for New 20mm x 24"x 24" Porcelain Tile Paving. Reuse Existing Iron Guardrail to Make Continuous Guardrail. Replace Existing Iron Handrailing to Match Existing. Reclad and Repair Exterior Walls as Necessary. Contact: DeFranco Construction (831) 601-1541	85,000	Building	NW Corner of Lincoln & 13th
200145	4/7/2020	4/7/2020	Residential. Tear off wood shake and torch down roofing. Install presidential TL shingles and torch down roofing. Contact: Lord Roofing (831) 917-7289	14,000	Building	2nd 2 SE of Dolores
200144	4/6/2020	4/8/2020	Residential. Remove & Replace FAU under the house - Day & Night G96CTN0601714A - 60k BTU.	8,156	Mechanical	Forest 2 SW of 7th
200143	4/6/2020	4/23/2020	Residential. This work is authorized to take place under the Monterey County SIP Order per Section 13(f)(vi)(6). The description of work is as follows: Installation of (1) energy storage system. Work shall be completed and site shut down by 5:00 p.m. Friday, May 1, 2020. Contact: Tesla (805) 821-1010	5,000	Electrical	26282 Atherton Drive
200142	4/6/2020	4/6/2020	Residential. Replace leaking water heater with Bradford White 50 gallon water heater. Contact: A&R Plumbing (831) 394-7221	1,500	Plumbing	Lopez 9 NE of 4th
200141	4/6/2020		Residential. Plumbing additions and modifications related to BP 20-138.	0	Plumbing	Vizcaino 10 SW of Mountain View
200140	4/6/2020		Residential. Mechanical additions and modifications related to BP 20-138.	0	Mechanical	Vizcaino 10 SW of Mountain View
200139	4/6/2020		Residential. Electrical additions and modifications related to BP 20-138.	0	Electrical	Vizcaino 10 SW of Mountain View

200138	4/6/2020		Residential. Interior remodel of existing bathroom; no exterior changes	9,000	Building	Vizcaino 10 SW of Mountain View
200137	4/3/2020	4/3/2020	Residential. Replace leaking 40 gallon water heater with new Bradford White water heater. Contact: A & R Plumbing (831) 394-7221	2,000	Plumbing	Casnova 7 NE of Ocean
200136	4/3/2020		Residential. Mechanical additions and modifications associated with BP 20-133.	0	Mechanical	NE Corner Dolores & 12th
200135	4/3/2020		Residential. Plumbing additions and modifications associated with BP 20-133.	0	Plumbing	NE Corner Dolores & 12th
200134	4/3/2020		Residential. Electrical additions and modifications associated with BP 20-133.	0	Electrical	NE Corner Dolores & 12th
200133	4/3/2020		Residential. Kitchen remodel, guest and master bathroom remodel. New gas line for stove in kitchen, various changes to windows and doors. New 100 amp sub-panel.	16,000	Building	NE Corner Dolores & 12th
200132	4/3/2020	4/3/2020	Residential. Replace existing 75 gallon with new Bradford White water heater. Contact: A & R Plumbing (831) 384-7221	3,500	Plumbing	NW Corner Torres & 5th
200131	1/8/2020	3/27/2020	Residential. Construction of new 230 sf detached garage. THIS PERMIT IS FOR FOUNDATION WORK AND RECTIFYING OF TREE DAMAGE ISSUES ONLY. FULL CONSTRUCTION IS NOT AUTHORIZED. Contact: Rod Adams (510) 772-0859.	0	Building	Perry Newberry 2 SW 4th
200130	4/1/2020		Residential. Install 83 modules of PV; 4.85391 KW.	20,718	Electrical	Lincoln 3 SE of 1st

Total Records: 33

5/15/2020



Code Compliance Report

04/01/2020 - 04/30/2020

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
20094	Other	Closed	SE Corner of Dolores and 7th	Open non-essential business	4/27/2020	4/29/2020
20093	Building Violation	Closed	W Junipero bet 4th and 5th	Work without authorization	4/22/2020	4/22/2020
20092	Business License Violation	Open	Perry Newberry	Expired Business License	4/22/2020	
20091	Building Violation	Open	NEC Scenic and Santa Lucia	Construction 'hazard abatement' without required permits	4/24/2020	
20090	Building Violation	Open	Camino Real 7 NE of 4th	Demolition without permit	4/28/2020	
20089	Business License Violation	Open	NW Corner of Junipero and 6th	No business license	4/22/2020	
20088	Other	Closed	San Carlos NW of 7th	Open non-essential business	4/21/2020	4/22/2020
20087	Building Violation	Open	Santa Fe 5 NW of 5th	Construction/plumbing without permit. Denied Entry	4/23/2020	
20086	Other	Closed		Open non-essential business	4/21/2020	4/22/2020
20085	Short-term Rental	Open	Dolores and 1st	Residential short-term rental	4/20/2020	
20084	Planning/Building Violation	Closed	26174 Dolores	Work without authorization	4/15/2020	4/22/2020
20083	Building Violation	Closed	Monte Verde 3 NE of 6th	Work without authorization	4/15/2020	4/15/2020
20082	Short-term Rental	Open	Lobos 2 SE of 2nd	Residential short-term rental	4/16/2020	

20081	Other	Closed	3rd 2 NE of Monte Verde	Work without authorization	4/15/2020	4/15/2020
20080	Planning/Building Violation	Closed	Santa Fe 4 SW of 5th	Work without authorization	4/15/2020	4/15/2020
20079	Gas Leaf Blower Violation	Closed	NW Corner of Casanova and 13th	Gas Leaf Blower	4/13/2020	4/13/2020
20078	Right of way Violation	Open	Scenic 5 SE of 10th	Flagpoles in ROW	4/10/2020	
20077	Planning/Building Violation	Closed	SE Corner of Junipero and 5th	Work without authorization	4/10/2020	4/10/2020
20076	Building Violation	Open	SWC San Carlos and 7th	Plumbing repair and gypsum board replacement without permit	4/21/2020	
20074	Building Violation	Open	Camino Real 7 NE of 4th	Construction without permit	4/3/2020	

Total Records: 20

5/15/2020



Encroachment Permit Report

04/01/2020 - 04/30/2020

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
200089	Temp Ench	4/29/2020	Sewer lateral replacement. Work must be completed on or before 5/4/2020. 811# X012100806. Contact: Rooter King Plumbing (831) 394-5315	7th 2 NW of Lincoln	4/30/2020	Approved
200088	Perm Ench	4/28/2020	Preparation and installation of 10' wide by 8'6" deep asphalt connector to proposed garage, repair existing asphalt damage.	Carpenter 4 SE of 1st		Closed
200087	Driveway	4/23/2020	Replacement of driveway. 811# W012500982. Contact: Juan Marquez (831) 718-7078	Vizcaino 10 SW of Mountain View		In Review
200086	Temp Ench	4/23/2020	PG&E to install new transformer on existing pole and underground cable for new service tie in. Applicant to trench and backfill all. PM 35158589. Contact: PG&E (559) 374-1576	Camino Real 3 NE of Ocean		In Review
200085	Temp Ench	4/21/2020	Asphalt restoration over emergency service renewal. Contact: Coastal Paving and Excavating (831) 809-8991	8th 2 SE of Dolores	4/27/2020	Approved
200084	Temp Ench	4/21/2020	Demolish and replace 3'x3' bellhole to install new meter box for CalAm. Contact: MPE (831) -383-9472	Dolores 4 NW of 7th	4/27/2020	Approved
200083	Temp Ench	4/21/2020	Demolish and replace 4'x4' bellhole to install new meter box for CalAm. Contact: MPE 831-383-9472	Mission 100' SW of Ocean	4/27/2020	Approved
200082	Temp Ench	4/21/2020	Emergency sewer lateral repair/ trenchless replacement. Contact: Easy Drain Plumbing 831-521-6882	Torres 4 SW of 1st	5/11/2020	Approved
200081	Temp Ench	4/15/2020	4'x4' asphalt patch for CalAm Water repair. Contact: Coastal Paving and Excavating (831) 809-8991	Intersection of Carpenter & 5th	4/27/2020	Approved
200080	Temp Ench	4/14/2020	Encroach into sidewalk to perform exterior painting	Ocean 2 SE of Lincoln		

200079	Temp Ench	4/9/2020	Encroach into Picadilly Park for shear wall at Cantinetta Luca. Work is deemed essential in nature due to the operation of the commercial space. Work on the residential unit on second floor is not permitted to continue. Conditions: Temporary encroachment into Piccadilly Park for 60' of scaffolding to repair the north wall of the Cantinetta Luca restaurant. No construction is permitted in the Park. All trees shall be protected. The cost to repair/replace any damaged park infrastructure (i.e. hardscape, landscaping, park furniture, etc.) shall be borne by the contractor, as determined by the Director of Public Works. Contact: Draper Construction (831) 521-6375	Dolores 3 SW of OCean		In Review
200078	Temp Ench	4/7/2020	Repair approx 10' of sewer lateral. Contact: Rooter King (831) 394-5315	8th 2 NW of Monte Verde		Approved
200077	Temp Ench	4/6/2020	Replace meter box for cal am in shoulder of road. 4'x4' asphalt patch. Contact: MPE (831) 383-9475. 811 #X0007000489	Dolores 130' SE of 8th	4/27/2020	Approved
200076	Temp Ench	4/6/2020	Demo and replace concrete patch in sidewalk for CalAm service. 4'x4' patch. Contact: MPE (831) 383-9472. 811# X006903551	Mission 180' NE of 6th	4/27/2020	Approved
200075	Temp Ench	4/1/2020	Replace drain pipe under sidewalk due to tree damage. Approx 10' to 12' of pipe replacement. Contact: Ramirez Plumbing (831) 601-9989	SW Corner Ocean & Mission	4/2/2020	Approved

Total Records: 15

5/15/2020



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Safety

April 2020

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 2020 the ambulance was able to meet the performance measure. The response time was 93% with (1) code-3 call over 5 minutes.

25 Calls for service in CBTS Average response time: 3:21 min.
15 Code 3 medical calls for service –One call over 5:00 min.

****No AMR data for April****

4/12/20; 0241hrs; (**5:32 min**); Franciscan Way (early AM 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 2020 the fire department was unable to meet the performance measure. The response time was 91% with (2) code-3 calls over 5 minutes.

31 total calls for service in CBTS- Average response time: Unknown
(Monterey Fire switched to a new reporting format. Average time not provided this month. Will be included in future reports)
21 total Code-3 calls – Two with a response over 5:00 min.

4/08/20; 0205 hrs; (5:14 min); 3049 Rio Road. (engine door malfunction)
4/12/20; 0240 hrs; (5:54 min); Franciscan Way. (distance to call, wet roads)

*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

There were 3 illegal beach fire recorded during the month of April and 1 *propane fire.

***Due to the COVID-19 Pandemic- No Beach Fires were allowed.**

No City supplied fire devices were installed.

*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 DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 4/01/2020 to 4/30/2020



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
200406-CFA00380	Emergent	4/6/2020	1:28:56 AM	1:32:12 AM	0:03:16	1:49:00 AM	JUNIPERO AVE / 5TH AVE
200406-CFA00381	Emergent	4/6/2020	1:03:45 PM	1:06:38 PM	0:02:53	1:15:00 PM	7TH AVE / LINCOLN ST
200406-CFA00383	Emergent	4/6/2020	10:35:31 PM	10:40:20 PM	0:04:49	11:10:18 PM	MONTE VERDE ST / 3RD AVE
200408-CFA00387	Emergent	4/8/2020	2:06:09 AM	2:10:45 AM	0:04:36	2:35:57 AM	3049 RIO RD
200408-CFA00391	Emergent	4/8/2020	10:20:14 PM	10:22:33 PM	0:02:19	10:59:00 PM	CAMINO REAL ST / 10TH AVE
200412-CFA00396	Emergent	4/12/2020	2:41:30 AM	2:47:02 AM	0:05:32	3:15:00 AM	2946 FRANCISCAN WAY
200415-CFA00412	Emergent	4/15/2020	4:06:01 PM	4:10:07 PM	0:04:06	4:41:58 PM	CARMELO ST / 8TH AVE
200417-CFA00422	Emergent	4/17/2020	7:41:31 AM	7:44:25 AM	0:02:54	8:14:00 AM	7TH AVE / LINCOLN ST
200418-CFA00425	Emergent	4/18/2020	8:10:12 AM	8:12:18 AM	0:02:06	9:05:35 AM	MONTE VERDE ST / OCEAN AVE
200420-CFA00432	Emergent	4/20/2020	9:30:57 AM	9:33:03 AM	0:02:06	9:41:02 AM	GUADALUPE ST / OCEAN AVE
200424-CFA00445	Emergent	4/24/2020	7:07:06 AM	7:09:29 AM	0:02:23	8:08:15 AM	DOLORES ST / 7TH AVE
200428-CFA00457	Emergent	4/28/2020	12:44:40 PM	12:47:53 PM	0:03:13	1:12:00 PM	SANTA FE ST / 2ND AVE
200429-CFA00460	Non-Emerger	4/29/2020	1:32:11 PM	1:37:13 PM	0:05:02	2:30:00 PM	CARPENTER ST / 2ND AVE
200429-CFA00462	Emergent	4/29/2020	5:26:34 PM	5:30:03 PM	0:03:29	6:35:00 PM	CARPENTER ST / 5TH AVE
200430-CFA00466	Emergent	4/30/2020	5:36:26 PM	5:38:34 PM	0:02:08	6:41:49 PM	8TH AVE / LINCOLN ST

NUMBER OF EMS INCIDENTS 15 AVERAGE RESPONSE 0:03:23

FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
200403-CFA00376	Emergent	4/3/2020	7:12:34 PM	7:16:02 PM	0:03:28	7:19:13 PM	4TH AVE / TORRES ST
200405-CFA00378	Emergent	4/5/2020	1:54:21 PM	2:01:31 PM	0:07:10	2:03:15 PM	LINCOLN ST / 7TH AVE
200405-CFA00379	Emergent	4/5/2020	7:37:18 PM	7:41:22 PM	0:04:04	8:10:00 PM	GUADALUPE ST / 1ST AVE
200407-CFA00385	Emergent	4/7/2020	4:34:51 PM	4:36:51 PM	0:02:00	4:43:50 PM	MISSION ST / 6TH AVE
200409-CFA00394	Emergent	4/9/2020	9:50:23 PM	9:53:39 PM	0:03:16	10:01:38 PM	CARMELO ST / OCEAN AVE

200410-CFA00395	Emergent	4/10/2020	7:21:30 PM	7:25:09 PM	0:03:39	7:26:21 PM	CAMINO REAL ST / 11TH AVE
200418-CFA00428	Emergent	4/18/2020	6:54:47 PM	6:58:32 PM	0:03:45	7:06:28 PM	12TH AVE / LINCOLN ST
200420-CFA00433	Non-Emergent	4/20/2020	11:51:29 AM	11:54:00 AM	0:02:31	12:00:00 PM	SANTA RITA ST / 4TH AVE
200428-CFA00456	Emergent	4/28/2020	1:59:37 AM	2:04:15 AM	0:04:38	2:06:54 AM	LINCOLN ST / 3RD AVE
200430-CFA00464	Emergent	4/30/2020	8:44:28 AM	8:46:14 AM	0:01:46	8:53:55 AM	OCEAN AVE / MONTE VERDE ST

NUMBER OF FIRE INCIDENTS	10	AVERAGE RESPONSE	0:03:38
---------------------------------	-----------	-------------------------	----------------

TOTAL CARMEL CITY INCIDENT.	25	TOTAL AVERAGE RESPONSE TIME	0:03:21
------------------------------------	-----------	------------------------------------	----------------

RESPONSES BY DISTRICT							
INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET

CARMEL HIGHLANDS

INCIDENT							
200408-CFA00388	Emergent	4/8/2020	3:09:51 PM	3:18:30 PM	0:08:39	3:55:00 PM	120 HIGHLAND DR
200417-CFA00424	Emergent	4/17/2020	9:54:53 PM	10:06:12 PM	0:11:19	10:46:00 PM	80 SPRUCE WAY
200418-CFA00427	Emergent	4/18/2020	1:13:54 PM	1:23:09 PM	0:09:15	2:58:26 PM	20 YANKEE POINT DR
Subtotal		3	Average Response Time		0:09:44	Carmel Highlands	

CYPRESS FIRE

INCIDENT							
200403-CFA00375	Emergent	4/3/2020	9:28:13 AM	9:33:59 AM	0:05:46	10:10:00 AM	555 CARMEL RANCHO SHOPPING
200404-CFA00377	Emergent	4/4/2020	10:14:54 PM	10:22:24 PM	0:07:30	10:38:47 PM	2935 RIBERA RD
200406-CFA00382	Emergent	4/6/2020	2:34:25 PM	2:40:06 PM	0:05:41	2:45:53 PM	26074 MESA DR
200407-CFA00384	Emergent	4/7/2020	7:56:30 AM	8:02:50 AM	0:06:20	8:04:56 AM	555 CARMEL RANCHO SHOPPING
200409-CFA00393	Emergent	4/9/2020	8:55:49 AM	9:06:06 AM	0:10:17	10:10:32 AM	5 CROSSROADS MALL
200412-CFA00398	Emergent	4/12/2020	5:36:01 PM	5:37:18 PM	0:01:17	5:56:24 PM	CARMELO ST / SCENIC RD
200413-CFA00401	Emergent	4/13/2020	11:27:43 AM	11:32:10 AM	0:04:27	12:15:00 PM	26372 CAMINO REAL
200413-CFA00403	Emergent	4/13/2020	6:16:01 PM	6:20:01 PM	0:04:00	7:12:42 PM	3240 RIO RD
200414-CFA00406	Non-Emergent	4/14/2020	10:14:00 AM	10:24:00 AM	0:10:00	10:26:00 AM	65 HACIENDA CARMEL
200414-CFA00408	Emergent	4/14/2020	4:54:07 PM	4:59:09 PM	0:05:02	5:01:48 PM	HWY 1 / ATHERTON DR
200415-CFA00410	Emergent	4/15/2020	4:18:27 AM	4:25:02 AM	0:06:35	4:59:57 AM	555 CARMEL RANCHO SHOPPING

200415-CFA00415	Non-Emerger	4/15/2020	9:38:03 PM	9:48:16 PM	0:10:13	9:55:12 PM	25255 PINE HILLS DR
200416-CFA00418	Emergent	4/16/2020	11:31:02 AM	11:37:14 AM	0:06:12	12:14:00 PM	25805 CARMEL KNOLLS DR
200418-CFA00402	Emergent	4/13/2020	1:38:00 PM	1:45:00 PM	0:07:00	1:49:00 PM	26340 SCENIC RD
200418-CFA00426	Emergent	4/18/2020	9:32:34 AM	9:37:18 AM	0:04:44	10:35:00 AM	24351 SAN JUAN RD
200419-CFA00429	Emergent	4/19/2020	3:51:41 AM	4:00:15 AM	0:08:34	4:23:31 AM	26520 VAL VERDE DR
200419-CFA00430	Emergent	4/19/2020	5:33:24 AM	5:37:51 AM	0:04:27	7:00:00 AM	24720 DOLORES ST
200420-CFA00431	Emergent	4/20/2020	9:16:08 AM	9:22:37 AM	0:06:29	9:24:00 AM	RIO RD / HWY 1
200421-CFA00435	Non-Emerger	4/21/2020	1:22:56 PM	1:27:35 PM	0:04:39	3:15:00 PM	24790 LOWER TRL
200422-CFA00437	Emergent	4/22/2020	12:24:34 AM	12:33:01 AM	0:08:27	1:33:44 AM	4035 EL BOSQUE DR
200422-CFA00438	Emergent	4/22/2020	10:42:09 AM	10:48:25 AM	0:06:16	11:13:44 AM	26378 CARMEL RANCHO BLVD
200422-CFA00440	Emergent	4/22/2020	12:47:45 PM	12:52:15 PM	0:04:30	1:07:30 PM	25205 N CARMEL HILLS DR
200423-CFA00443	Emergent	4/23/2020	11:17:49 AM	11:21:34 AM	0:03:45	11:42:28 AM	3265 CAMINO DEL MONTE
200423-CFA00444	Emergent	4/23/2020	7:33:06 PM	7:40:00 PM	0:06:54	8:47:22 PM	14 HACIENDA CARMEL
200424-CFA00446	Emergent	4/24/2020	10:58:06 AM	11:02:59 AM	0:04:53	11:10:35 AM	26206 OCEAN VIEW AVE
200428-CFA00458	Emergent	4/28/2020	6:55:53 PM	7:00:58 PM	0:05:05	7:53:56 PM	6 CROSSROADS MALL
200429-CFA00459	Emergent	4/29/2020	8:25:54 AM	8:33:24 AM	0:07:30	9:09:00 AM	25805 CARMEL KNOLLS DR
200429-CFA00461	Emergent	4/29/2020	3:54:27 PM	4:03:11 PM	0:08:44	4:57:00 PM	24970 OUTLOOK DR
200430-CFA00463	Emergent	4/30/2020	6:39:31 AM	6:46:59 AM	0:07:28	7:24:00 AM	26245 CARMEL RANCHO BLVD
200430-CFA00465	Emergent	4/30/2020	9:49:42 AM	9:57:31 AM	0:07:49	11:13:39 AM	3665 RIO RD
Subtotal		30	Average Response Time		0:06:21	CYPRESS FIRE	

MID COAST

INCIDENT							
200412-CFA00399	Non-Emerger	4/12/2020	6:01:00 PM	6:17:00 PM	0:16:00	6:58:00 PM	HWY 1 AND PALO COLORADO RD
200426-CFA00452	Emergent	4/26/2020	3:20:23 PM	3:36:18 PM	0:15:55	5:45:24 PM	33501 HWY 1
Subtotal		2	Average Response Time		0:15:58	MID COAST	

MONTEREY

INCIDENT							
200421-CFA00436	Emergent	4/21/2020	10:19:54 PM	10:29:17 PM	0:09:23	11:21:48 PM	300 GLENWOOD CIR
200423-CFA00442	Emergent	4/23/2020	9:30:33 AM	9:38:00 AM	0:07:27	10:28:46 AM	200 IRIS CANYON RD
200424-CFA00449	Non-Emerger	4/24/2020	10:40:06 PM	10:47:32 PM	0:07:26	10:50:58 PM	116 SOLEDAD DR
200427-CFA00455	Emergent	4/27/2020	8:10:07 PM	8:15:33 PM	0:05:26	9:15:00 PM	1012 ROSITA RD

Subtotal	4	Average Response Time	0:07:26	MONTEREY
-----------------	----------	------------------------------	----------------	-----------------

MARINA

INCIDENT							
200416-CFA00420	Emergent	4/16/2020	1:43:58 PM	1:58:09 PM	0:14:11	2:45:37 PM	1 RESERVATION RD
Subtotal	1	Average Response Time	0:14:11	MARINA			

PACIFIC GROVE

INCIDENT							
200408-CFA00390	Emergent	4/8/2020	6:16:36 PM	6:24:50 PM	0:08:14	7:15:00 PM	1212 FOREST AVE
200415-CFA00414	Emergent	4/15/2020	6:18:14 PM	6:29:55 PM	0:11:41	7:06:47 PM	229 LOCUST ST
Subtotal	2	Average Response Time	0:09:58	PACIFIC GROVE			

PEBBLE BEACH

INCIDENT							
200412-CFA00400	Emergent	4/12/2020	7:07:02 PM	7:12:21 PM	0:05:19	7:50:00 PM	1415 LISBON LN
200413-CFA00404	Emergent	4/13/2020	10:28:12 PM	10:35:39 PM	0:07:27	10:41:58 PM	SONADO RD / MIDWOOD LN
200413-CFA00405	Non-Emerger	4/13/2020	10:56:22 PM	11:03:42 PM	0:07:20	11:33:29 PM	SONADO RD / MIDWOOD LN
200414-CFA00407	Emergent	4/14/2020	1:46:13 PM	1:54:55 PM	0:08:42	2:50:00 PM	1471 PADRE LN
200415-CFA00416	Emergent	4/15/2020	10:17:04 PM	10:25:58 PM	0:08:54	11:15:00 PM	4057 SUNRIDGE RD
200417-CFA00423	Emergent	4/17/2020	10:22:43 AM	10:32:44 AM	0:10:01	11:46:21 AM	1232 PADRE LN
200422-CFA00441	Emergent	4/22/2020	1:43:00 PM	1:52:36 PM	0:09:30	2:35:00 PM	1475 PADRE LN
Subtotal	7	Average Response Time	0:08:10	PEBBLE BEACH			

TOTAL All CALLS	74	TAL AVERAGE RESPONSE TIME	0:06:00	
------------------------	-----------	----------------------------------	----------------	--

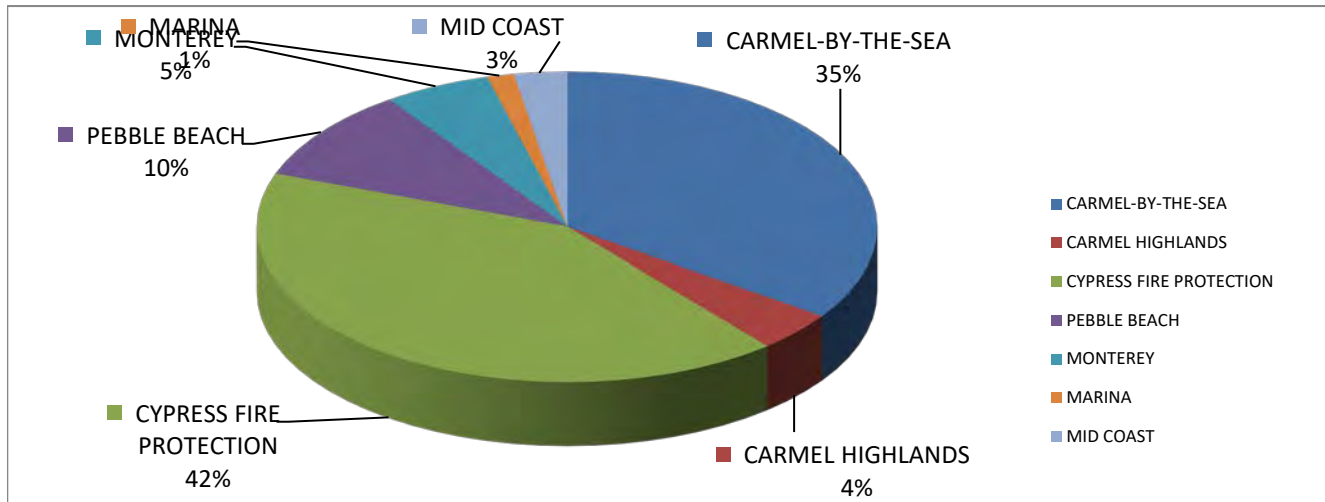
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
APRIL 2020

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	25	0:03:21
CARMEL HIGHLANDS	3	0:09:44
CYPRESS FIRE PROTECTION	30	0:06:21
PEBBLE BEACH	7	0:08:10
MONTEREY	4	0:07:26
MARINA	1	0:14:11
MID COAST	2	0:15:58
Total Responses	74	0:06:00

Percent of code 3 medical responses < 5min

93.33%



Fire Department Response Times for 4/1/2020-4/30/2020



Carmel-by-the-Sea

Incident Type	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Chimney or flue fire, confined to chimney or flue	4/18/2020 6:54 PM	200418-MNT02382	0:03:49	12TH AVE	LINCOLN	3
Total # of Incidents: 1		Average Response Time	0:03:49			
Medical assist, assist EMS crew	4/8/2020 2:05 AM	200408-MNT02197	0:05:14	3049 RIO RD		3
Medical assist, assist EMS crew	4/8/2020 10:19 PM	200408-MNT02212	0:02:20	CAMINO REAL ST	10TH	3
Total # of Incidents: 2		Average Response Time	0:04:07			
EMS call, excluding vehicle accident with injury	4/6/2020 1:28 AM	200406-MNT02145	0:03:16	JUNIPERO AVE	5TH	3
EMS call, excluding vehicle accident with injury	4/6/2020 10:34 PM	200406-MNT02165	0:03:24	MONTE VERDE ST	3RD	3
EMS call, excluding vehicle accident with injury	4/12/2020 2:40 AM	200412-MNT02268	0:05:54	2946 FRANCISCAN WAY		3
EMS call, excluding vehicle accident with injury	4/13/2020 6:33 PM	200413-MNT02298	0:02:41	OCEAN AVE	CARPENTER	2
EMS call, excluding vehicle accident with injury	4/17/2020 7:40 AM	200417-MNT02359	0:02:59	7TH AVE	LINCOLN	3
EMS call, excluding vehicle accident with injury	4/18/2020 8:08 AM	200418-MNT02376	0:02:41	MONTE VERDE ST	OCEAN	3
EMS call, excluding vehicle accident with injury	4/24/2020 7:06 AM	200424-MNT02469	0:02:40	DOLORES ST	7TH	3
EMS call, excluding vehicle accident with injury	4/28/2020 12:44 PM	200428-MNT02538	0:03:24	SANTA FE ST	2ND	3
EMS call, excluding vehicle accident with injury	4/29/2020 5:24 PM	200429-MNT02566	0:04:16	CARPENTER ST	5TH	3
Total # of Incidents: 9		Average Response Time	0:03:28			
Gas leak (natural gas or LPG)	4/7/2020 4:34 PM	200407-MNT02186	0:02:12	MISSION ST	6TH	3
Total # of Incidents: 1		Average Response Time	0:02:12			
Power line down	4/5/2020 7:36 PM	200405-MNT02140	0:04:43	GUADALUPE ST	1ST	2
Total # of Incidents: 1		Average Response Time	0:04:43			
Lock-out	4/3/2020 5:45 AM	200403-MNT02089	0:04:57	7TH AVE	LINCOLN	2
Total # of Incidents: 1		Average Response Time	0:04:57			
Water or steam leak	4/27/2020 8:46 PM	200427-MNT02526	0:03:11	5TH AVE	LINCOLN	2
Total # of Incidents: 1		Average Response Time	0:03:11			
Smoke or odor removal	4/29/2020 9:37 PM	200429-MNT02569	0:03:12	N CASANOVA ST	PALOU	2
Total # of Incidents: 1		Average Response Time	0:03:12			
Public service	4/9/2020 11:53 AM	200409-MNT02220	0:01:12	GUADALUPE ST	OCEAN	2
Public service	4/16/2020 12:17 PM	200416-MNT02340	0:03:33	2ND AVE	LOBOS	3
Total # of Incidents: 2		Average Response Time	0:02:23			

Assist invalid	4/6/2020 1:02 PM	200406-MNT02152	0:02:56	7TH AVE	LINCOLN	2
Assist invalid	4/20/2020 9:30 AM	200420-MNT02401	0:00:45	GUADALUPE ST	OCEAN	2
Assist invalid	4/20/2020 11:50 AM	200420-MNT02404	0:04:21	SANTA RITA ST	4TH	2
Assist invalid	4/26/2020 4:16 PM	200426-MNT02508	0:04:48	OCEAN AVE	LINCOLN	3
Total # of Incidents: 4		Average Response Time		0:03:13		
No incident found on arrival at dispatch address	4/28/2020 1:58 AM	200428-MNT02532	0:04:47	LINCOLN ST	3RD	3
Total # of Incidents: 1		Average Response Time		0:04:47		
Smoke detector activation due to malfunction	4/3/2020 8:27 AM	200403-MNT02091	0:02:51	DOLORES ST	5TH	3
Smoke detector activation due to malfunction	4/5/2020 1:53 PM	200405-MNT02132	0:03:03	LINCOLN ST	7TH	3
Total # of Incidents: 2		Average Response Time		0:02:57		
Alarm system sounded due to malfunction	4/17/2020 11:34 AM	200417-MNT02364	0:03:06	DOLORES ST	3RD	3
Total # of Incidents: 1		Average Response Time		0:03:06		
CO detector activation due to malfunction	4/3/2020 7:11 PM	200403-MNT02096	0:03:20	4TH AVE	TORRES	3
CO detector activation due to malfunction	4/17/2020 12:07 AM	200417-MNT02357	0:04:37	N CAMINO REAL	2ND	2
Total # of Incidents: 2		Average Response Time		0:03:59		
Alarm system activation, no fire - unintentional	4/9/2020 9:49 PM	200409-MNT02231	0:03:26	CARMELO ST	OCEAN	3
Alarm system activation, no fire - unintentional	4/10/2020 7:20 PM	200410-MNT02244	0:03:50	CAMINO REAL ST	11TH	3
Total # of Incidents: 2		Average Response Time		0:03:38		

Over 5 Minute Response Times Cause of Delay	
200408-MNT02197	Engine door malfunction caused delay
200412-MNT02268	Distance traveled and wet road conditions

Code 2 Calls	10
Code 3 Calls	21
Total # of	31
% Under 5	90.5%



CITY OF CARMEL-BY-THE-SEA

Monthly Report

April 2020

City Clerk's Office

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
SUBMITTED ON:	May 20, 2020
APPROVED BY:	Chip Rerig, City Administrator

In the month of April, the City received and responded to 36 requests for public records.

	This Month	Calendar YTD
City Clerk's Office	8	40
Police Department	6	62
TOTAL REQUESTS/RESPONSES	14	102

PRA LOG
February 2020

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	14-DAY EXTENSION DUE DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2020-033	4/2/2020	4/13/2020				Paterson	Electronic copies of Public Records Act requests and City's responses to PRA requests CITY CLERK'S OFFICE PRA LOG FEBRUARY 2020 REQUEST NUMBERS PRA 2020-011 through PRA 2020-015	
2020-034	4/3/2020	4/13/2020				Paterson	Receive a report on options related to the home mail delivery services program and provide direction to staff (March 3, 2020) Electronic copies of all correspondence received by the City on the aforementioned City Council agenda item between February 25, 2020 and the present. Consider Continuing, Modifying, or Eliminating Home Mail Delivery Service Provided by the City. Electronic copies of all correspondence on the aforementioned City Council agenda item received by the City on and around May 1, 2018.CONSIDERATION OF RESOLUTION NO. 2003-91 AUTHORIZING MODIFICATION OF THE RESIDENTIAL HOME MAIL DELIVERY SERVICE PROGRAM FROM THREE TO SIX DAYS EACH WEEK AND INCREASING THE ANNUAL PROGRAM FUNDING FROM \$24,000 TO \$40,000 JULY 1, 2003 PREVIOUS COUNCIL CONSIDERATION: 6/5/03 and 6/19/03 Electronic copies of all correspondence received by the City on the aforementioned City Council agenda items between June 1, 2003 and July 15, 2003.CONSIDERATION OF URGENCY ORDINANCE No. 2000-11 EXTENDING URGENCY ORDINANCE NO. 2000-08 WHICH PROHIDITED THE INSTALLATION OF MAILBOXES ON OR OYER ANY PUBLIC RIGHT-OF-WAY WITHIN CERTAIN AREAS Electronic copies of all correspondence on home mail delivery received by the City for the aforementioned City Council Regular Meeting December 5, 2000.CONSIDERATIQN OF URQENCY ORDINANCE NO. 2000-08 PROHIBITING THE PLACEMENT OF MAILBOXES AND ADDRESSES IN THE PUBLIC RIGHT-OF-WAY Electronic copies of all correspondence on home mail deliver received by the City for aforementioned City Council Regular Meeting November 7, 2000, including, but not necessarily limited to, correspondence from Sam Farr, Mayor McCloud, Joseph Steinfeld, Linda Anderson, Rodger Hudson, Suzanne Paboojian, Carolyn Bayne.SUBJECT: DIRECT STAFF TO PREPARE AN URGENCY ORDINANCE PROHIBITING THE INSTALLATION OF MAIL BOXES AND ADDRESSES IN THE PUBLIC RIGHT-OF-WAY PREVIOUS COUNCIL CONSIDERATION: September 7, 2000 Electronic copies of all correspondence on home mail deliver for aforementioned City Council Meetings on October 17, 2000 and September 7, 2000, including, but not necessarily limited to, correspondence from Darryl Ishizaki on behalf of the Postal Service, Joe Steinfeld, Peggy Purchase, Carolina Bayne, John Kirby Miller, Roger Hudson, Janet Steinfeld, Roger Bolgard, Suzanne Paboojian, Mark Christensen, David Maradei, Melanie Billig, David Dilworth, Shirley Humann and Mark Bayne.Electronic copies of all correspondence received by the City on home mail delivery related to the City Council Regular Meeting August 15, 2000, including, but not necessarily limited to, correspondence from Mr. Ishizaki of the United States Postal Service (his report) and Carolina Bayne, Joseph Steinfeld, Burton Kleinberg and Melody Rammer.	
2020-035	4/8/2020	4/20/2020			4/13/2020	Kristie Campbell, Fenton & Keller	copy of the recently approved revised plans for the Chadwick project on Scenic Road (APN 010-312-026)	

PRA LOG
February 2020

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	14-DAY EXTENSION DUE DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2020-036	4/10/2020	4/20/2020			4/20/2020	Paterson	Electronic copies of public records regarding the City's vetting of issues for the City's determination on public access during the Covid-19 shelter-in-place order for Carmel Beach, Mission Trail Nature Preserve, Devendorf Park and the Forest Theater.	
2020-037	4/14/2020	4/24/2020				Paterson	Electronic copies of records related to the origins and creation of ATTACHMENT 2, RESOLUTION NO. 2003-91, appearing in the public record during the tenure of City Administrator Chip Rerig.	
2020-038	4/16/2020	4/27/2020				Paterson	Electronic copies of First Amendment materials city administration staff consulted prior to making the determination that responding to public records act requests was a "non-essential service" during the Covid-19 pandemic "emergency." 2)Electronic copies of First Amendment materials city administration staff consulted prior to making the determination to close Forest Theater to public access during the state shelter-in-place order.3)Electronic copies of First Amendment materials city administration staff and city council members used to educate and inform themselves on the rights embodied in the First Amendment within the last 12 calendar months.	
2020-039	4/24/2020	5/4/2020				Cathy Clapp	current list of all vacant properties Carmel by the Sea.	
2020-040	4/30/2020	5/11/2020				Paterson	Electronic copies of Public Records Act requests and City's responses to PRA requests CITY CLERK'S OFFICE PRA LOG MARCH 2020 REQUEST NUMBERS PRA 2020-022 through 2020-026, PRA 2020-028 and PRA 2020-030.	

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2020-0001	4/3/2020 DA	4/13/2020		4/3/2020	Ginger Essick		March Press Log	completed	4/3/20 DA emailed
2020-0002	04/07/2020 MW	4/17/2020		4/9/20	Ken Tharp	541-779-5175	CG2000149	denied	denial letter mailed
2020-0003	4/8/20 DA	4/18 20		4/8/20 DA	Jose Ortiz	408-780-5230	CA2000156	completed	4/9/20 DA
2020-0004	4/16 da	4/26/2020		4/16 da	lexis nexis		CA2000156	completed	4/16 mailed by da
2020-0005	4/27/2020 Martis	4/30 DAS/7		4/30 DA	Joe Finnegan	831-915-0086	CG2000176	completed	redacted report mailed
2020-0006	4/27/2020 cm	5/7/2020		4/30 DA	Gerard McNerarney	954-649-7150	CG1000582	completed	redacted report mailed



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – April 2020

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	May 15, 2020
APPROVED BY:	Chip Rerig, City Administrator

Forest and Beach Commission Meeting of April 9, 2020:

- Cancelled due to COVID-19. Next meeting June 11, 2020.

Public Works Administration

- Prepared the Fiscal Year 2020/21 Operating Budget for Public Works exceeding a 20% expense reduction. This budget development process included identification of three dozen ways to trim expenses while minimizing impacts on the level of service provided to the City.
- Presented the preliminary 5-year Capital Improvement Plan to the City Council, including an overview of 21 projects completed in FY 2019/20, projects suggested by the community, status of projects funded in FY 2019/20 but were put on hold due to COVID, needed infrastructure projects for FY 2020/21 – funded or not, and key projects over the subsequent 4 fiscal years.
- Ensured all field and administrative work performed was for essential, health and safety-oriented tasks and projects.
- Ensured COVID-19 personal protective gear, social distancing, sanitizing, and other safety protocols were adhered to by all Public Works staff for each task each day.

Environmental Programs

- The Climate Action Committee meeting of April 16, 2020 was cancelled due to COVID-19.
- Reviewed the “First Flush” report based on laboratory testing of the first (October) winter storm waters discharging from the ocean outfalls. The report noted regulatory items of concern and non-compliance such as for copper, bacteria, soap, and phosphates. This information helps us identify sources of pollution and perform targeted outreach and education.
- Conducted storm water quality inspections at parks, trails, embankments, and City properties, including the Public Works Yard. Areas of erosion and other detrimental storm water quality situations were identified and logged for repairs.
- Submitted a quarterly progress report to California Recycling, notably stating that 25 Bear Saver trash/recycling containers were received, and a majority were installed, at City facilities and parks.
- Worked with the Monterey Regional Waste Management District, Green Waste Recovery, and a consultant to review data supporting a proposed fee increase by Green Waste Recovery.

Facility Maintenance

- Negotiated a contract amendment with janitorial service provider, Pureserve, to extend their contract by one final year, through June 30, 2021, with a 15% cost savings of \$33,238.
- Coordinated with a COVID-19 disinfectant sprayer vendor to spray City buildings and vehicles on a weekly or bi-weekly basis.
- Closed off the Forest Theater, Forest Hill Park play structure, and basketball, volleyball, and tennis courts due to COVID-19.
- Completed replacement of all 75 electrical receptacles in the Ocean Avenue median islands with safer, code-compliant, weather-tight, GFI receptacles.
- Replaced battery and tested sump pump equipment that protects the City Hall basement.

Project Management

- The Harrison Memorial Library Gathering Room was plastered and painted, and glass walls, glass doors, audio/visual equipment, and carpeting were installed. Project is nearly complete.
- For the Sunset Center Boiler Replacement Project, all preconstruction technical submittals were approved, and the equipment ordered. Replacement is scheduled for early to mid-May.
- Preconstruction activities were under way with the Scout House Roof Replacement Project.
- Met with the low bidder on the Police Building Renovation Project who voluntarily identified Value Engineering alternatives of nearly \$80,000 in construction cost savings for the project.
- PG&E completed the new gas pipeline and began to replace service connections along Monte Verde Street, between Seventh and Eighth Avenues.
- PG&E's subcontractor continued to construct, at no cost to the City, new ADA curb ramps and sidewalk transitions at some intersections where there is an existing accessible path of travel.

Street Maintenance

- Repaired sidewalk uplifts by grinding concrete sidewalks for safety.
- Coordinated with a contractor who installed temporary asphalt sidewalks and an ADA ramp along Dolores Street and Fifth Avenue around the open construction site.
- Installed split rail fencing adjacent to a steep drainage culvert. Other locations are planned.
- Continued to replace faded, damaged, and/or non-reflective traffic signs across town.
- Set up no parking traffic controls closing parking at the Del Mar parking lot, along Scenic Road, and along the east side of San Antonio.
- Confirmed that a retaining wall along the San Antonio pathway, north of Fourth Avenue, was not failing, and repaired and compacted a deep crack in the granite pathway.
- Removed piles of fire fuel from the Mission Trail Nature Preserve.

Forestry, Parks and Beach (Forester's Report)

- The focus of fieldwork was still on essential health and safety issues such as removing dead and hazardous trees, dead wood, and removing pines infested with bark beetles.
- Forestry crews also pruned City trees for emergency vehicle clearance, removed branches leaning on buildings and located too close to telephone and cable tv wires, unblocked stop signs, cleared obscured driver views at intersections, and pruned branches growing too close to trucks and pedestrians.
- PG&E has been clearing power lines. They have not been able to complete their work on all the trees yet because some lines must be de-energized. During the shelter in place order, PG&E will not turn off power, so this work will have to wait.
- Began weed whacker operations. Weed removal will continue through the summer.

Public Works Department Report – April 2020 - (Forester's Report) – Continued

- Bark beetles continue to kill stressed pines throughout the City.
- Repaired over 30 irrigation system leaks along Ocean Avenue.
- Oaks with advanced decay are showing Hypoxylon fruiting bodies.
- Continued to place decomposed granite in downtown tree wells to ensure a smooth transition with adjacent sidewalk elevations.
- The Landscape Maintenance Services contract was updated and advertised for bids. Due to fiscal constraints, the contract is flexible so it can be approved for maintenance of between 19 and 35 different sites. Award of the contract is scheduled for the July Council meeting.
- Rainfall in January and February was well below average, but March and April rainfall was well above average.

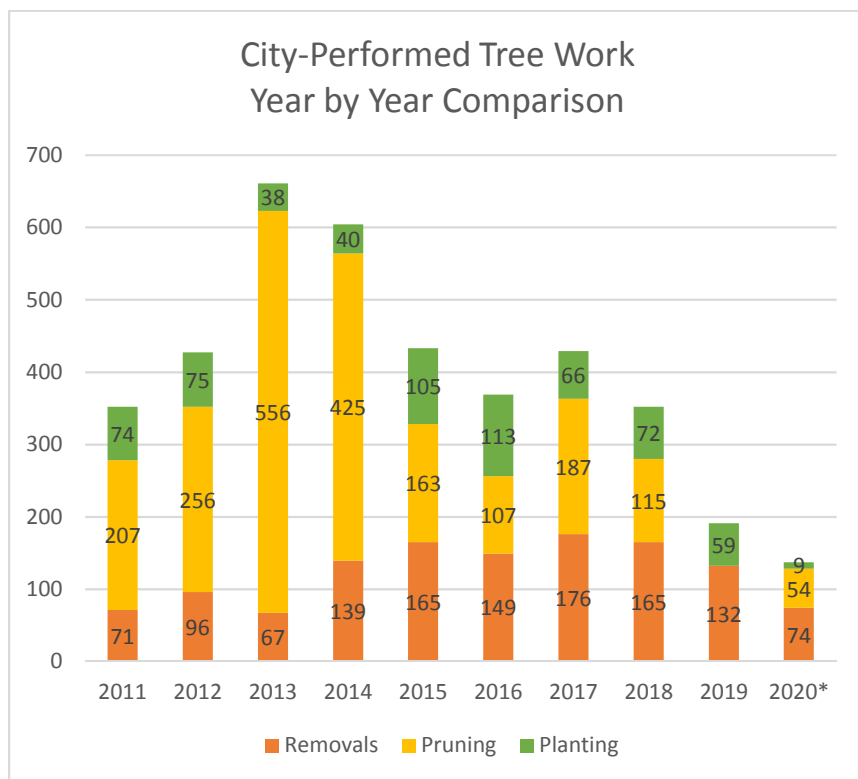
Notable tree failures - There were six (6) tree failures addressed in April.

- Pine at 2 Southwest of Eight Avenue and Forest Road
- Cypress limb at Santa Lucia Avenue and Casanova Street
- Pine on First Avenue between Guadalupe Street and Carpenter Street
- Cypress limb at Scenic Road and Santa Lucia Avenue
- Acacia into a drainage channel at Lincoln Street between Third Avenue and Fourth Avenue
- Eucalyptus limb at Southwest Corner of Tenth Avenue and Casanova Street

City Removals and Plantings –

- 28 removals
- 6 pruning projects
- 0 plantings

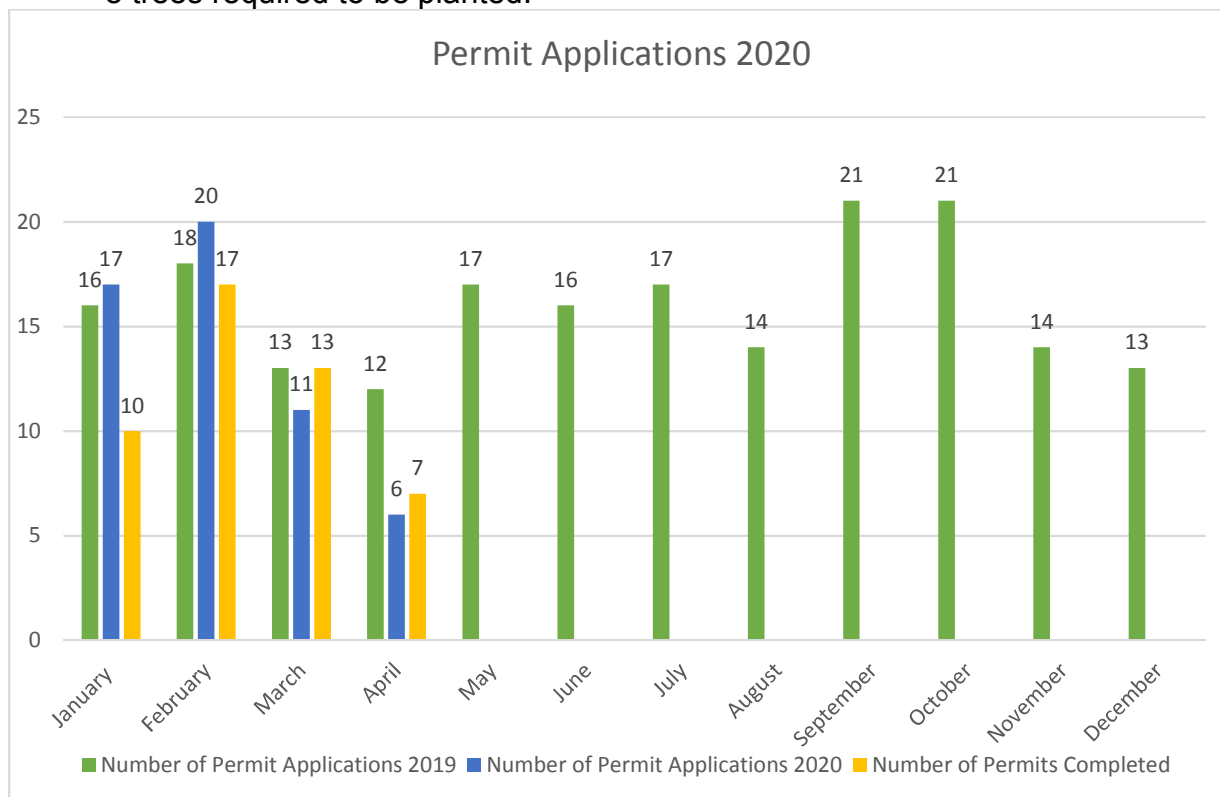




Private Development Activities:

Permits –

- 6 permit applications submitted.
- 7 permits were processed to completion.
- 10 permitted removals.
- 8 trees required to be planted.



Plan reviews

- 6

Stop Work Orders Issued

- No Stop Work Orders were issued in April.

Permitted Removals and Required Planting - 2020

	Removals	Plant Upper	Plant Lower	No room for new tree	Total number of Trees Required
January	13	7	1	3	8
February	32	13	3	4	16
March	16	7	2	6	9
April	10	4	4	2	8
May					

Year to Year Comparison: Permitted Removals & Required Planting

	Removal Permits	Replanting Required	Replanting %
2012	60	20	33.33%
2013	96	59	61.46%
2014	114	49	42.98%
2016	90	37	41.11%
2018	76	20	26.32%
2019	170	116	68.24%
2020*	71	41	57.75%

*year to date



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

June 2, 2020
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: April 2020 Check Register Summary

RECOMMENDATION:

Approve the check register for April 2020.

BACKGROUND/SUMMARY:

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

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

FISCAL IMPACT:

The check register summary for April 2020 totals \$637,206.

PRIOR CITY COUNCIL ACTION:

Council ratified the March 2020 check register at its May 5 regular meeting.

ATTACHMENTS:

April 2020 check register

April 2020 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
44986	Monterey County Convention & Visitors Bureau	Jan-Feb 2020 TID Remittance	04/09/2020	39,465.36
44999	Visit Carmel	Jan-Feb 2020 CHID Remittance	04/09/2020	72,264.98
Total for Department: 000 Marketing & Economic Development				111,730.34
Department: 110 City Council				
44989	Peninsula Messenger Service	Mail service: Sort and delivery	04/09/2020	6,162.00
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	46.20
Total for Department: 110 City Council				6,208.20
Department: 111 City Administration				
44967	Alhambra	Water service City Hall	04/09/2020	135.24
44968	Amazon Web Services Inc	Data storage service - IT Dept	04/09/2020	1,397.64
44969	AT&T	Telephone service citywide	04/09/2020	626.25
44970	AT&T	Telephone service citywide	04/09/2020	2,290.13
44971	AT&T	Monthly long distance fees	04/09/2020	34.53
44972	Carmel Pine Cone	Legal noticing	04/09/2020	195.00
44977	CSAC Excess Insurance Authority	Employee Assistance Program April-June 2020	04/09/2020	576.30
44984	Iron Mountain	Data storage fees	04/09/2020	255.09
44991	SHI International Corp	6 Lenovo ThinkPad laptops	04/09/2020	7,951.88
44992	Springbrook Software LLC	Business License Module implementation	04/09/2020	1,312.50
44993	Sprint	Usage: voice, messaging, data	04/09/2020	208.69
44995	T-Mobile	Monthly cell usage	04/09/2020	1,474.49
44996	Universal Staffing Inc	Contract services for temp office help	04/09/2020	1,190.00
44997	US Bank	Recruitment services, registration fee, subscription fees	04/09/2020	264.45
44998	Verizon Wireless	Usage: voice, messaging, data	04/09/2020	304.53
45001	Granicus, Inc.	Granicus government meeting suite software application	04/13/2020	3,065.70
45006	Zoom Imaging Solutions, Inc.	Admin copier usage	04/13/2020	304.79
45026	Comcast	CALNET NONCGEN billing	04/20/2020	644.82
45049	Iron Mountain	Data storage fees	04/23/2020	170.55
45052	Alhambra	Water service City Hall	04/28/2020	33.84
45055	AT&T	Monthly long distance fees	04/28/2020	34.07
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	248.15
45062	Comcast	Business cable services-City Hall	04/28/2020	68.54
45064	Corbin Willits System	MOM software support	04/28/2020	720.79
45067	Digital Deployment	Comprehensive IT Service Program - monthly fee	04/28/2020	700.00
45081	Ralph Anderson & Associates	Professional services : CP&B Director recruitment	04/28/2020	4,980.00

45085	Springbrook Software LLC	Business License Module implementation	04/28/2020	718.75
45088	Toshiba Financial Service	Copier contract Admin ESTUDIO 5506ACT	04/28/2020	371.54
45093	US Bank	CAFR review fees, IT subscriptions/services/data storage	04/28/2020	4,091.50
45094	Verizon Wireless	Usage: voice, messaging, data	04/28/2020	304.08
45095	Wageworks Fees	Flexible spending healthcare plan admin fee	04/28/2020	170.00
Total for Department: 111 City Administration				34,843.84

Department: 115 Community Planning & Building

44973	Carmel Towing & Garage	February 2020 fuel charges	04/09/2020	78.39
44976	Copies By-The-Sea	Packet printing, inv #1048	04/09/2020	143.57
44978	CSG Consultants, Inc.	Building inspector services - inv #29754	04/09/2020	1,600.00
44980	Engineered Fire Systems	February 2020 plan reviews	04/09/2020	700.00
44981	FedEx	Volume Study shipping	04/09/2020	25.61
44987	Office Depot, Inc.	Office supplies	04/09/2020	132.42
45061	Coastal TPA, Inc	Dental and vision reimbursement claims		92.40
Total for Department: 115 Community Planning & Bu				2,772.39

Department: 116 Police

44974	Coastal TPA, Inc	Dental and vision reimbursement claims	04/09/2020	766.50
44975	Comcast	Cable TV & T1	04/09/2020	187.43
44979	De Lage Landen Financial	PD, copier lease	04/09/2020	214.17
44988	Pacific Gas & Electric	PD Security Cameras - inv# 46579635973 072919	04/09/2020	163.86
44990	Same Day Shred	Shredding svcs. - inv# 39131	04/09/2020	45.00
44996	Universal Staffing Inc	Contract services for temp office help	04/09/2020	238.00
45052	Alhambra	PD, water service	04/28/2020	190.63
45056	Business Radio Licensing	Fee for dispatch radio licensing	04/28/2020	95.00
45057	California Department Of Justice	City applicant fingerprinting	04/28/2020	32.00
45058	Caltronics Business Systems, Inc.	Copier meter reading	04/28/2020	212.95
45059	Carmel Towing & Garage	Fuel for PD Vehicles for March	04/28/2020	2,740.44
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	242.55
45066	De Lage Landen Financial	PD, copier lease	04/28/2020	160.95
45069	Fashion Streaks	Custom signs	04/28/2020	951.60
45073	IACP	Membership renewal: Chief Tomasi	04/28/2020	190.00
45079	Petty Cash:PD	Reimbursement: thermometer pieces, meeting refreshment	04/28/2020	28.00
45082	Safe Life Defense	Safety clothing and equipment	04/28/2020	2,169.10
45083	Same Day Shred	Shredding services	04/28/2020	45.00
45090	Transunion Risk & Alterna	Investigative searches	04/28/2020	100.00
45091	Universal Staffing Inc	Contract services for temp office help	04/28/2020	238.00
45092	Uretsky Security	PD background investigations	04/28/2020	1,304.60
Total for Department: 116 Police				10,315.78

Department: 117 Fire

44967	Alhambra	FD, water service	04/09/2020	183.13
44985	Mission Linen Service	Linen maintenance - inv# 512122263	04/09/2020	106.05
45054	American Supply Company	Janitorial supplies for fire station	04/28/2020	102.77
45059	Carmel Towing & Garage	March fuel charges	04/28/2020	1,071.55
45060	City Of Monterey	March 2020 repair charges	04/28/2020	9,692.65
45070	First Alarm	Inspection services	04/28/2020	76.13
45075	Mission Linen Service	Linen maintenance, inv #512232525	04/28/2020	264.05
45086	Summit Uniforms	Uniform pants	04/28/2020	258.00
Total for Department: 117 Fire				11,754.33

Department: 118 Ambulance

44998	Verizon Wireless	Cell phone service	04/09/2020	304.12
45060	City Of Monterey	Ambulance overtime coverage	04/28/2020	5,850.70
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	57.75
45066	De Lage Landen Financial	Copier lease and usage	04/28/2020	88.09
45071	Green Rubber Kennedy AG	Particulate respirator for ambulance	04/28/2020	161.89
45096	Wittman Enterprises, LLC	Ambulance billing services for March 2020	04/28/2020	3,068.39
Total for Department: 118 Ambulance				9,530.94

Department: 119 Public Works

44974	Coastal TPA, Inc	Dental and vision reimbursement claims	04/09/2020	731.42
45018	Alhambra	Water delivery for Public Works	04/20/2020	160.80
45019	Always Under Pressure	Service call, inv#91591	04/20/2020	270.00
45021	Caltronics Business Systems, Inc.	Copier meter reading	04/20/2020	96.00
45023	Carmel Towing & Garage	Fuel for PW vehicles	04/20/2020	1,758.36
45024	Cintas Corporation	Uniform service for Public Works division	04/20/2020	416.18
45025	Cleve Waters	Reimbursement: work boots per MOU	04/20/2020	76.29
45027	Conte's Generator Service	Semi-annual generator service for FD- inv #83352	04/20/2020	2,163.29
45029	Granite Rock Company	Asphalt for various City location projects	04/20/2020	1,090.55
45030	Greenwaste Recovery Inc	Pilot food waste collection project	04/20/2020	77.14
45032	M3 Environmental Consulting	Haz- Mat testing for various City buildings	04/20/2020	1,065.98
45037	Office Depot, Inc.	Office supplies	04/20/2020	92.20
45040	Poe's Plumbing & Backflow	Plumbing services for various City locations	04/20/2020	200.00
45041	PSTS, Inc.	Maintenance for pump, inv #1072555	04/20/2020	550.00
45042	Pureserve Building Service	Janitorial services citywide	04/20/2020	19,060.43
45044	Scarborough Lumber & Building	Supplies for projects in the City	04/20/2020	71.79
45046	Sentry Alarm Systems	Service calls and burglar/fire alarm monitoring	04/20/2020	414.00
45047	Tope's Tree Service Inc.	Tree work citywide	04/20/2020	2,347.50
45050	Acro Service Corp	Contract services for temp office help forestry services	04/28/2020	2,077.57
45051	Ailing House Pest Control	Pest control: citywide all buildings and parks	04/28/2020	65.00
45053	Always Under Pressure	Maintenance on water supply pump. inv #91590	04/28/2020	100.98

45059	Carmel Towing & Garage	Unit 10 towing to Monterey	04/28/2020	150.00
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	231.00
45072	Greenwaste Recovery Inc	Pilot food waste collection project	04/28/2020	77.14
45076	Monterey Regional Waste Management District	HF&H annual contract management services	04/28/2020	3,524.00
45080	PSTS, Inc.	Maint. pump the oil-water separator	04/28/2020	640.00
45087	Tope's Tree Service Inc.	Tree work citywide	04/28/2020	2,117.50
45089	Town and Country Gardening	Landscape maintenance: citywide	04/28/2020	10,707.22

Total for Department: 119 Public Works	50,332.34
--	-----------

Department: 120 Library

45039	Pacific Grove Self Storage	Storage unit for City Art	04/20/2020	280.00
45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	103.95

Total for Department: 120 Library	383.95
-----------------------------------	--------

Department: 121 Community Activities

45061	Coastal TPA, Inc	Dental and vision reimbursement claims	04/28/2020	11.55
45093	US Bank	Outdoor community bulletin board	04/28/2020	1,266.52

Total for Department: 121 Community Activities	1,278.07
--	----------

Department: 122 Economic Revitalization

45002	Monterey County Convention & Visitors Bureau	FY 2019-20 Quarter 4 payment	04/13/2020	47,336.75
45005	Sunset Cultural Center Inc.	FY19-20 Qtr 4 payment: Sunset Center & Forest Theater	04/13/2020	192,500.00

Total for Department: 122 Economic Revitalization	239,836.75
---	------------

Department: 130 Non-Departmental

44988	Pacific Gas & Electric	Gas & electric service citywide	04/09/2020	10,304.79
45020	Cal-Am Water Company	Water service citywide	04/20/2020	7,229.24
45038	Pacific Gas & Electric	Gas & electric service citywide	04/20/2020	266.99

Total for Department: 130 Non-Departmental	17,801.02
--	-----------

Department: 311 Capital Projects

45022	Carmel Pine Cone	Public Notice - police department renovation	04/20/2020	528.00
45031	Kasavan Architects Inc	Police dept renovation: architectural & engineering designs	04/20/2020	3,376.25
45033	MJ Murphy Lumber and Hardware	Cedar split post for MTNP, inv#2003-079970	04/20/2020	494.06
45034	Monterey County Weekly Classifieds	Public Notice - police department renovation	04/20/2020	892.50
45035	New Image Landscape Co	Weed eradication Mission Trail Nature Preserve	04/20/2020	3,200.00

45036	NoteVault, Inc	User license for tracking PD Renovation -inv#11186	04/20/2020	900.00
45045	Schaaf & Wheeler Civil Engineers	Storm drain master project: assessment of drainage system	04/20/2020	12,545.00
45063	Consolidated Electrical Dist., Inc	Supplies for Ocean Ave Medians lighting project,#4914-58	04/28/2020	194.02
45068	Edges Electrical Group	Supplies for Ocean Ave Median lighting project,#S490719	04/28/2020	462.56
45074	Kasavan Architects Inc	Police dept renovation: architectural & engineering designs	04/28/2020	3,084.82
45077	Native Solutions	North Dunes restoration project	04/28/2020	8,750.00
45078	Neill Engineers Corp.	Pavement rehabilitation services: seal and slurry	04/28/2020	21,077.00

Total for Department: 311 Capital Projects	55,504.21
--	-----------

Department: 411 Debt Service

45003	MUFG Union Bank, N.A.	Public Improvement Authority Bond-Debt service interest	04/13/2020	84,763.61
-------	-----------------------	---	------------	-----------

Total for Department: 411 Debt Service	84,763.61
--	-----------

Department: 513 Veh & Equip Replacement

45022	Carmel Pine Cone	Sunset Center boiler room project public notice	04/20/2020	150.00
-------	------------------	---	------------	--------

Total for Department: 513 Veh & Equip Replacement	150.00
---	--------

Grand Total	637,205.77
--------------------	-------------------

April Contract Payments:

Vendor	Contract Amt	Paid through April	Contract Balance	
Pen Messenger	\$ 203,025.00	\$ 178,029.00	\$ 24,996.00	
Neill Engineers	\$ 85,200.00	\$ 72,793.50	\$ 12,406.50	Street paving & slurry
Pureserve	\$ 231,587.00	\$ 190,604.30	\$ 40,982.70	
Schaaf & Wheeler	\$ 174,910.00	\$ 93,453.56	\$ 81,456.44	
Native Solutions	\$ 24,500.00	\$ 12,250.00	\$ 12,250.00	
Ralph Anderson	\$ 24,900.00	\$ 4,980.00	\$ 19,920.00	
Kasavan	\$ 179,408.00	\$ 161,414.68	\$ 17,993.32	PD renovation
New Image Lndsc	\$ 9,000.00	\$ 3,200.00	\$ 5,800.00	
Tope's Tree Svc.	\$ 100,000.00	\$ 43,341.50	\$ 56,658.50	



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

June 2, 2020
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Ordinance 2020-002 temporarily prohibiting evictions of tenants arising from income loss or substantial medical expenses related to the Coronavirus pandemic.

RECOMMENDATION:

Adopt Ordinance 2020-002 temporarily prohibiting evictions of tenants arising from income loss or substantial medical expenses related to the Coronavirus pandemic which constitutes reading of the title and waiver of reading of the Ordinance.

BACKGROUND/SUMMARY:

In December 2019 and January 2020, reports began spreading worldwide of a flu-like virus first found in China, that was more deadly than the flu generally, with the virus becoming known as the Coronavirus ("COVID-19").

On or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19.

On March 6, 2020, the County Administrative Officer of Monterey County ("County CAO") proclaimed a Local Emergency due to the threat of COVID-19 in the County.

On March 11, 2020, the World Health Organization ("WHO") classified the spread of COVID-19 internationally as a global pandemic.

On March 12, 2020, based on these events, the City Administrator of the City of Carmel-by-the-Sea, acting in his capacity as the Director of Emergency Services for the City, declared the existence of a local emergency within the City.

On March 13, 2020, the City Council adopted Resolution No. 2020-021 ratifying the City Administrator's Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19").

On March 16, 2020, the Governor issued Executive Order N-28-20, which waived any provisions of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions, including but not limited to Civil Code Sections 1940 et seq. or 1954.25 et seq., until May 31, 2020, unless extended.

On March 17, 2020, the County of Monterey Health Officer issued a "Shelter in Place" Order requiring, among other things, that people self-isolate in their places of residence.

On March 19, 2020, Governor Gavin Newsom issued a shelter in place order for the entire State of California.

On March 23, 2020, City Administrator Chip Rerig, acting in his capacity as the Director of Emergency Services for the City, issued Order No. 20-1 Staying Evictions in the City of Carmel-by-the-Sea.

On March 25, 2020, the California Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

On March 27, 2020, Governor Newsom issued Executive Order N-37-20, which suspended the deadline specified in Code of Civil Procedure section 1167 for 60 days, by which a complaint for eviction must usually be served on a tenant within 5 days, in cases during the COVID-19 pandemic where a tenant is unable to pay rent.

On March 30, 2020, the City Council adopted Resolution No. 2020-022 Ratifying Director of Emergency Services Order No. 20-1.

On April 3, 2020, the County of Monterey Health Officer issued a further "Shelter in Place" Order to supersede the prior Orders of the Health Officer.

In order to comply with the shelter in place orders, and for their own safety, City residents must have access to permanent housing.

The COVID-19 pandemic and associated public health and shelter in place orders are expected to result in the closure of most local businesses for the foreseeable future, and result in extreme restrictions on other local businesses, resulting in commercial tenants suffering a significant decrease in income.

Without local protection, eviction notices for failure to pay rent are likely to surge as residents and businesses are unable to earn income due to the pandemic, or are forced to pay substantial medical expenses associated with the pandemic.

Particularly given the high cost of housing, evictions of tenants could lead to long term or permanent displacement of tenants impacting the health and safety of these tenants as well as the City.

During the COVID-19 pandemic, eviction notices and threats of eviction may surge.

For these reasons, it is appropriate to temporarily prohibit evictions until the authorization to suspend evictions under Executive Order N-28-20 and Executive Order N-37-20 terminates or the City Council declares an end to the local emergency, whichever occurs first, for any tenant who can demonstrate that they are being evicted for the failure to pay rent and that such failure is a direct impact of the COVID-19

pandemic, as provided in Governor Newsom's Executive Order N-28-20, issued March 16, 2020, and Executive Order N-37-20, issued March 27, 2020.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

On March 13, 2020, the City Council adopted Resolution 2020-021 ratifying the City Administrator's Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19").

On March 30, 2020, the City Council adopted a Resolution ratifying Order No. 20-1 Staying Evictions.

ATTACHMENTS:

Attachment #1 - Ordinance 2020-002

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

ORDINANCE NO. 2020-002

AN ORDINANCE TEMPORARILY PROHIBITING EVICTIONS OF TENANTS ARISING FROM INCOME LOSS OR SUBSTANTIAL MEDICAL EXPENSES RELATED TO THE CORONAVIRUS PANDEMIC

WHEREAS, the City of Carmel-by-the-Sea (“City”) is authorized by Article XI, Section 7 of the California Constitution to make and enforce all regulations and ordinances using its police powers; and

WHEREAS, the California Emergency Services Act (California Government Code Section 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 2.64.020 of the City Municipal Code defines “emergency” as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat (Emphasis Added); and

WHEREAS, in December 2019 and January 2020, reports began spreading worldwide of a flu-like virus first found in China, that was more deadly than the flu generally, with the virus becoming known as the Coronavirus (“COVID-19”); and

WHEREAS, on or about March 4, 2020, as part of the State of California’s response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 6, 2020, the County Administrative Officer of Monterey County (“County CAO”) proclaimed a Local Emergency due to the threat of COVID-19 in the County; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) classified the spread of COVID-19 internationally as a global pandemic; and

WHEREAS, on March 12, 2020, based on said events, the City Administrator of the City of Carmel-by-the-Sea, acting in his capacity as the Director of Emergency Services for the City, declared the existence of a local emergency within the City; and

WHEREAS, on March 13, 2020, the City Council adopted Resolution No. 2020-021 ratifying the City Administrator's Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19"); and

WHEREAS, on March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, that authorizes local jurisdictions to suspend the evictions of tenants for the non-payment of rent if the non-payment is a result of the COVID-19 pandemic, encourages financial institutions to slow foreclosures, and protects renters and homeowners against utility shutoffs for Californians affected by COVID-19; and

WHEREAS, on March 17, 2020, the County of Monterey Health Officer issued a "Shelter in Place" Order requiring, among other things, that people self-isolate in their places of residence; and

WHEREAS, on March 19, 2020, Governor Gavin Newsom issued a shelter in place order for the entire State of California; and

WHEREAS, on March 23, 2020, City Administrator Chip Rerig, acting in his capacity as the Director of Emergency Services for the City, issued Order No. 20-1 Staying Evictions in the City of Carmel-by-the-Sea; and

WHEREAS, on March 25, 2020, the California Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers; and

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20, which suspended the deadline specified in Code of Civil Procedure section 1167 for 60 days, by which a complaint for eviction must usually be served on a tenant within 5 days, in cases during the COVID-19 pandemic where a tenant is unable to pay rent; and

WHEREAS, on March 30, 2020, the City Council adopted Resolution No. 2020-022 Ratifying Director of Emergency Services Order No. 20-1; and

WHEREAS, on April 3, 2020, the County of Monterey Health Officer issued a further "Shelter in Place" Order to supersede the prior Orders of the Health Officer; and

WHEREAS, in order to comply with the shelter in place orders, and for their own safety, City residents must have access to permanent housing; and

WHEREAS, the COVID-19 pandemic and associated public health and shelter in place orders are expected to result in the closure of most local businesses for the foreseeable future, and result in extreme restrictions on other local businesses, resulting in commercial tenants suffering a significant decrease in income; and

WHEREAS, without local protection, eviction notices for failure to pay rent are likely to surge as residents and businesses are unable to earn income due to the pandemic, or are forced to pay substantial medical expenses associated with the pandemic; and

WHEREAS, particularly given the high cost of housing, evictions of tenants could lead to long term or permanent displacement of tenants impacting the health and safety of these tenants as well as the City.

WHEREAS, the City Council is concerned that, during the COVID-19 pandemic, eviction notices and threats of eviction will surge; and

WHEREAS, the City has determined that it is appropriate to temporarily prohibit evictions until the authorization to suspend evictions under Executive Order N-28-20 and Executive Order N-37-20 terminates or the City Council declares an end to the local emergency, whichever occurs first, for any tenant who can demonstrate that they are being evicted for the failure to pay rent and that such failure is a direct impact of the COVID-19 pandemic, as provided in Governor Newsom's Executive Order N-28-20, issued March 16, 2020, and Executive Order N-37-20, issued March 27, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL- BY-THE-SEA DOES ORDAIN AS FOLLOWS:

Section 1: Incorporation of Findings. The City Council of the City of Carmel- by-the-Sea incorporates the findings above by reference as though fully set forth here.

Section 2: Codification. This Ordinance shall not be codified in the Carmel-by-the-Sea Municipal Code.

Section 3: CEQA. The City Council hereby finds that the action to adopt this Ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt this Ordinance was deemed to be a project subject to CEQA, the City Council finds the proposed Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 4: Authority Pursuant to Applicable Law. Pursuant to Cal. Gov. Code Section 8610, the City, while in a state of emergency proclaimed by the Director of Emergency Services and ratified by the City Council, may establish rules and regulations for dealing with the local emergency. Pursuant to City Municipal Code Section 2.64.060, the Director of Emergency Services has the authority to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, so long as such rules and regulations must be confirmed at the earliest practicable time by the city council. The City Council also thus finds and determines that it has the authority to enact this ordinance pursuant to all applicable laws including, but not limited to, the California Emergency Services Act, the City Municipal Code and the declaration of local emergency issued by the City Council on March 13, 2020.

Section 5. Director of Emergency Services Order 20-1. On March 23, 2020, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the City Administrator, in his capacity as the Director of Emergency Services, issued Order No. 20-1 staying evictions in the City to protect life, property and civil order. On March 30, 2020, the City Council adopted a Resolution ratifying Order No. 20-1. This Ordinance is intended to provide support in addition to Order 20-1 for the staying of evictions according to the terms of this Ordinance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

ATTACHMENT A

SECTION 1: PURPOSE.

This Ordinance ("Ordinance") temporarily prohibits evictions until the authorization to suspend evictions under Executive Order N-28-20 and Executive Order N-37-20 terminates, or the City Council declares an end to the local emergency, whichever occurs first, of residential tenants, commercial tenants and non-residential tenants, who can demonstrate that they have received a notice of eviction for failure to pay rent, and that such failure is related to a substantial loss of income or substantial out-of-pocket medical expenses resulting from the 2020 novel coronavirus (COVID-19) pandemic or any local, state, or federal government response to the pandemic.

SECTION 2: ORDERS BY GOVERNOR AND CITY DIRECTOR OF EMERGENCY SERVICES STAYING EVICTIONS.

A. Executive Order N-28-20, issued March 16, 2020, is attached as Exhibit A and incorporated by reference.

B. City Director of Emergency Services Order No. 20-1, issued on March 26, 2020 and ratified by the City Council on March 30, 2020 with the adoption of Resolution No. 2020-022, is attached as Exhibit B and incorporated by reference. If there are any inconsistencies between Exhibit B and this Ordinance, this Ordinance is controlling.

C. Executive Order N-37-20, issued March 27, 2020, is attached as Exhibit C and incorporated by reference.

SECTION 3: DEFINITIONS.

The following words and phrases, whenever used in this Ordinance, shall be construed as follows:

A. "Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one or more persons who maintain a household or common household.

B. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Dwelling Unit or portion thereof or any building or structure of any kind which a business occupies to conduct its business.

C. "Eviction" means a termination of an agreement that preexists the COVID-19 pandemic, due to both of the following:

1. Nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in

business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

2. The decrease in household or business income or the out-of-pocket medical expenses referenced in the last subparagraph was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

D. “Owner” means any person, acting as principal or through an agent, offering a Dwelling Unit for rent, and includes a predecessor in interest to the owner.

E. “Pandemic” means the 2020 novel coronavirus (COVID-19) pandemic.

F. “Tenant” means any person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Dwelling Unit or any person or business entitled by written or oral agreement, or by sufferance, to use or occupy a building or structure to conduct its business.

SECTION 4: PROHIBITION ON EVICTIONS.

A. A landlord of any Dwelling Unit or Dwelling Units or of any building or structure occupied by a business shall not terminate or attempt to terminate a lawful tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a substantial loss of income or substantial out-of-pocket medical expenses associated with the coronavirus pandemic or any local, state, or federal government response to the pandemic.

B. This Ordinance shall also apply to a landlord’s action that constitutes constructive eviction under California law. Terminations that are required to comply with an order issued by a government agency or court requiring that the real property be vacated are excepted from this prohibition.

C. To take advantage of the protections afforded under this Ordinance, a tenant must do all of the following:

1. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment. For purposes of this Ordinance, “writing” shall include emails, text messages, or other forms of electronic communication with landlord or landlord’s representative.

2. Pay the portion of rent that the tenant is able to pay.

3. Demonstrate through documentation or other objectively verifiable means that the tenant has experienced:

a. Substantial loss of income from: (1) job loss; (2) layoffs; (3) a reduction in the number of compensable hours of work; (4) a store, restaurant, office, or business closure; (5) a substantial decrease in

business income caused by a reduction in opening hours or consumer demand; (6) the need to miss work to care for a home-bound school-age child or a family member infected with coronavirus; or (7) other similarly-caused loss of income that resulted from the COVID-19 pandemic; or

b. Substantial out-of-pocket medical expenses related to the COVID-19 pandemic.

D. Tenants who were afforded eviction protection under this Ordinance shall have up to sixty (60) days after the termination of this Ordinance to pay their landlord all unpaid rent.

E. Nothing in this Ordinance waives a tenant's obligations to pay back rent owed once this Ordinance is no longer effective; provided, however, that a landlord may not file an unlawful detainer action based on the failure to pay rent while this Ordinance is in effect unless the tenant fails to pay rent when due under Section 3 D of this Ordinance.

F. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due once this Ordinance is no longer effective.

G. This Ordinance shall not apply to any of the following circumstances:

1. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

H. The City Council urges financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.

SECTION 5: ENFORCEMENT.

A. In the event of a violation of this Ordinance, a Tenant who has been improperly served with notice of an eviction or an unlawful detainer action may institute a civil proceeding for an injunction, and the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs if so ordered by the court.

B. This Ordinance may be asserted as an affirmative defense in an unlawful detainer action.

C. A landlord's failure to comply with this Ordinance does not constitute a criminal offense but may subject an owner to civil fines and penalties as set forth in the Carmel-by-the-Sea Municipal Code.

D. The remedies provided in this Ordinance are in addition to any other existing remedies that may be available to a Tenant under local, state, or federal law or equity and in no way limit such existing remedies, if any.

SECTION 6: WAIVER.

A Landlord may request that the requirements of this Ordinance be waived or modified based on a showing that applying the requirements would have an unconstitutional application to the Landlord's property. A Landlord shall bear the burden of presenting evidence to support any such request for waiver or modification and shall set forth in detail the factual and legal basis for the claim, including all supporting documentation, for consideration by the City Council.

SECTION 7: EFFECTIVE DATES.

This Ordinance applies to eviction notices and unlawful detainer actions based on notices served or filed on or after the effective date of this Ordinance. The prohibitions on evictions shall continue to apply until the authorization to suspend evictions under Executive Order N-28-20 and Executive Order N-37-20, attached hereto, terminate or the City Council declares an end to the local emergency, whichever occurs first.

SECTION 8: SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.



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

**June 2, 2020
CONSENT AGENDA**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2020-031 supporting the designation of US Bike Route 95 through Carmel by the American Association of State Highway and Transportation Officials

RECOMMENDATION:

Adopt Resolution 2020-031 supporting the designation of US Bike Route 95 through Carmel by the American Association of State Highway and Transportation Officials.

BACKGROUND/SUMMARY:

In 2008, the American Association of State Highway and Transportation Officials (AASHTO) established a nation-wide corridor plan for US Bicycle Routes to facilitate travel between the states on roadways identified as suitable for cycling. The US Bike Route System will ultimately connect states coast to coast and border to border. So far, 14,000 miles have been designated in 27 states, and when completed, the network will be over 50,000 miles long.

US Bicycle Route 95 (USBR 95) is proposed to be part of this national bike network and will extend along the California coast from San Diego to Crescent City. There it will connect to the next route which continues along the coast through the states of Oregon and Washington.

In order to designate a US Bicycle Route, each local road owner needs to communicate to their State Department of Transportation, Caltrans, that they support the route. Regionally, the Transportation Agency of Monterey County's (TAMC) Technical Advisory and Bike and Pedestrian Committees led the efforts to inform their local agency partners of the benefits of this Bicycle Route. Among the 70 local agencies along USBR 95, 43 have approved the designation as of early May 2020. Monterey and Sand City have already expressed their support of this route.

Bicycle tourism is a growing industry in North America contributing to the economies of communities that provide facilities for such tourists. As a City, Carmel stands to benefit from this opportunity both economically and from a health and environmental perspective by encouraging bicycle travel in our region. There are no requirements for facility construction or upgrades to routes identified as US Bicycle Routes.

Once Caltrans receives resolutions of support from all local jurisdictions and confirms the suitability of the

proposed route, they will submit an application to AASHTO for the official designation as a US Bicycle Route.

The non-profit Adventure Cycling Association houses many relevant resources to guide the route implementation process and promote the environmental, economic, health, and transportation benefits of establishing a US Bicycle Route. The Association notes several key points and clarifications for common questions that have arisen in establishing bike routes, as follows.

- The target audience for US Bicycle Routes are long-distance bicycle travelers who are experienced road users and accustomed to riding in higher-density traffic and at higher speeds.
- There is no cost for implementing a US Bicycle Route, and there are no requirements for signage. Routes can be designated through a number of ways, including: maps, signs, pavement markings, downloadable geographic coordinates, etc.
- Roads, streets, and trails designated as US Bicycle Routes are not limited in any way from being changed.
- An interactive map of the alignment proposed for US Bicycle Route 95 can be found at <https://ridewithgps.com/routes/17679043>
- Local jurisdictions are encouraged to submit alternative alignments to Caltrans if they desire.

The initial alignment of USBR 95 locally was from the Highway 68 Roundabout at Highway 1, and extended southerly all along Highway 1 down to Big Sur, completely bypassing Carmel. Public Works pursued a realignment of the route through the heart of Carmel, and this realignment proposal was accepted by TAMC and the Adventure Cycling Association.

As shown on the attached map, in the Carmel area, USBR 95 now proceeds southbound on Highway 1 to the Carpenter Street exit, west along Serra Avenue, south along Camino del Monte and San Carlos Street, east on Thirteenth Avenue, and out of the City via Rio Road to Highway 1. This route matches an official City bike route identified in the General Plan's Circulation Element. This route also promotes bicyclists to enjoy Forest Hill Park, downtown shops, restaurants, and hotels, and continue past Sunset Center, the Mission Trail Nature Preserve, and historic Carmel Mission.

FISCAL IMPACT:

There are no costs associated with US Bicycle Route designation. Signage is not required, and there are no engineering, design, or maintenance standards that must be met.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Resolution 2020-031
Map Exhibit to the Resolution

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

RESOLUTION NO. 2020-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
SUPPORTING THE DESIGNATION OF US BIKE ROUTE 95 THROUGH CARMEL BY THE
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS**

WHEREAS, in 2008, the American Association of State Highway and Transportation Officials (AASHTO) established a nation-wide corridor plan for US Bicycle Routes to facilitate travel between states on roadways identified as suitable for bicycling; and

WHEREAS, a corridor in California that follows the Pacific Coast from San Diego to Crescent City has been proposed to be designated as US Bike Route 95 (USBR 95); and

WHEREAS, bicycle tourism is a growing industry in North America contributing to the economies of communities that provide facilities for such tourists; and

WHEREAS, the Adventure Cycling Association and California Bicycle Coalition, in consultation with the Transportation Agency of Monterey County (TAMC) and the State Department of Transportation, Caltrans, have proposed a specific alignment in the Monterey Peninsula area to be designated as USBR 95, a map of which is incorporated into this Resolution by reference; and

WHEREAS, in order to designate a US Bicycle Route, each local road owner must notify Caltrans that they support the route by resolution; and

WHEREAS, once all required resolutions of support are received, Caltrans will confirm the suitability of the alignment for USBR 95 and submit an application to AASHTO for the official designation as a US Bicycle Route; and

WHEREAS, USBR 95 has been realigned at the City's request to traverse through the heart of Carmel, rather than bypassing the City along Highway 1, and can therefore provide economic, environmental, and health benefits to our community.

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

Supports the designation of US Bike Route 95 through Carmel by the American Association of State Highway and Transportation Officials and requests that Caltrans seek to have the route officially designated as soon as this can be achieved.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 2nd day of June, 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

Pin Share More

USB-R 95 California

By Kerry Irons

📍 **1,062.8** mi **+ 53,613** ft **↗ 26.8 %**
🕒 **00:00** 🔴 **- 53,659** ft **↘ -20.9 %**

Send to Device

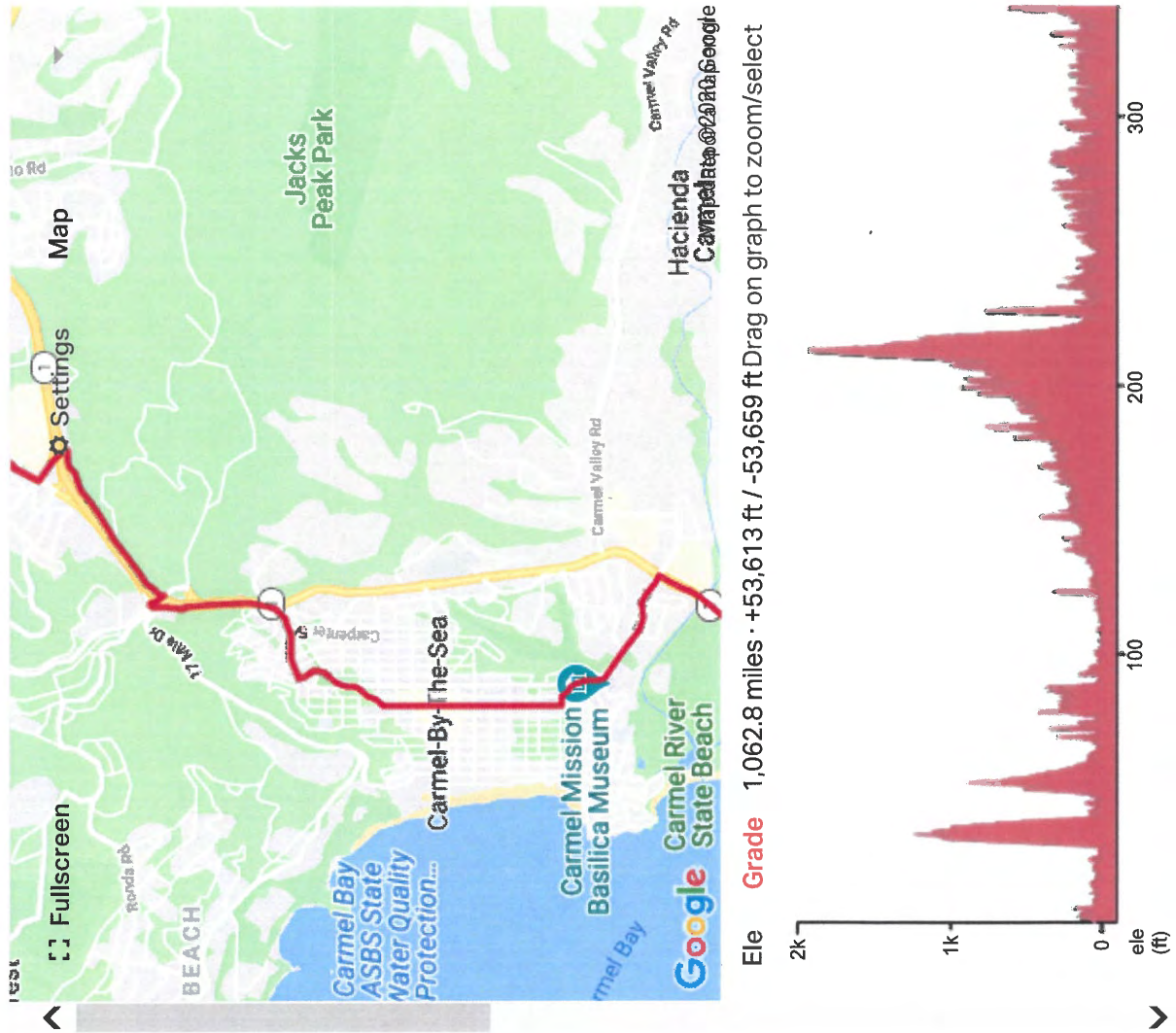
Draft USBR 95 route based on Adventure Cycling
Pacific Coast Route with numerous changes
suggested by local agencies

Del Norte County, CA Public (1427 views)

Created Nov 14, 2016 Updated Mar 23, 2020

Photos

Drag photos onto this page or click [here](#) to add photos to this route.





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

June 2, 2020
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2020-032, rejecting all bids received for the Police Building Renovation Project and directing staff to defer the project into the 5-Year Capital Improvement Plan

RECOMMENDATION:

Adopt Resolution 2020-032, rejecting all bids received for the Police Building Renovation Project and directing staff to defer the project into the 5-Year Capital Improvement Plan.

BACKGROUND/SUMMARY:

The Police Building was constructed in 1967. Now 53 years old, this facility requires modernization to maintain police functionality, meet current building codes, and conform to federal Americans with Disabilities Act requirements.

In the FY 2017/18 Budget, Council allocated \$250,000 for design and pre-construction activities for the project. In August 2017, Council awarded a professional services agreement to Kasavan Architects in the amount, including contingency, of \$122,815. The original concept at that time was to renovate interior areas (dispatch room and new ADA restroom) and expand onto the southeast deck for new evidence processing, property storage, and utility rooms.

During the schematic design phase, alternatives were evaluated with the architect, and Council ultimately selected Option 5, which included interior renovations of 391 square feet, plus expansion into two wings of the building totaling 2,501 square feet. The wings were to house an Emergency Operations Center, more offices, and multi-purpose rooms. As a result of the expanded scope, an amendment to the agreement with Kasavan was awarded in April 2018 for a total, including contingency, of \$74,534, increasing the total design services fee to \$197,349.

Over the next two years, as the Project progressed, it was periodically presented to the City Council and the various Commissions as outlined below.

- In April 2018, the Historic Resources Board concluded that the police building is not an historic resource.
- In May 2018, the Forest and Beach Commission approved the removal of 11 non-significant trees in

the southwest planter, and requested to review the landscaping/planting plan.

- In June 2018, Council adopted the FY 2018/19 Budget and Capital Improvement Program, which included \$1,900,000 for construction of the project.
- In June 2018, the Planning Commission provided six design recommendations.
- In August 2018, the City Council agreed to incorporate comments received from the Forest and Beach and Planning Commissions, as refined by the Project Team, and directed staff to obtain final approval from both commissions.
- In October 2018, the Forest and Beach Commission approved the landscaping/planting plan subject to one minor modification.
- In November 2018, the Planning Commission approved all design changes as presented.
- In March 2019, the 90% design was presented to Council, at which time, Council set a new direction for the Project focusing on repairs, ADA requirements, and essential interior renovation work only, eliminating the two expansion wings and decreasing the construction budget to \$1.0M.
- In November 2019, staff presented the 90% design of the revised, downsized Project to Council.

The proposed Project's exterior renovations included: new roofing, Mansard roof shingles, exterior painting, ADA ramp to lobby door, and one ADA van parking space behind the Youth Center. The proposed interior renovations included: electrical system upgrades due to significantly-increased demands, modifications to heating, ventilation, boilers, and air handling systems which are past their service life, plumbing system repairs and upgrades to protect employee health, and ADA-compliant, accessible entry doors and an ADA-compliant restroom off of the lobby.

In January 2020, the Project was extensively advertised for construction bids. Legal announcements were placed in the Carmel Pine Cone and The Weekly, and the project was posted on construction industry, public bidding, and the City's websites. In addition, courtesy calls were made to local general contractors, and six contractors attended the pre-bid meeting.

Two (2) bids were received at the public bid opening held on March 17, 2020, as follows:

Contractor	Architect's Cost Estimate	Ausonio Construction	Avila Construction
Base Bid Amount	\$1,100,000	\$1,311,970	\$1,341,329

Both bid proposals were responsive and responsible with a difference of just \$30,000 between the two, indicating that the drawings and specifications for the Project were well done. The bid proposals included three bid additives and four bid deductives as shown on the attached Bid Tabulation. If a contract were to be awarded, it would have been based on the lowest base bid. The low bid of \$1,311,970, submitted by Ausonio Construction of Castroville, was 19% above the architect's cost estimate.

Following the bid opening, Ausonio voluntarily provided a list of Value Engineering (VE) deductive changes of approximately \$100,000 savings. Incorporating those VE changes and capturing an additional \$72,000 savings if all deductive items from the Bid Tabulation were to be approved, the adjusted contract amount could have been \$1,139,970. However, this adjusted amount, plus 10% contingency for construction conflicts, totaling \$1,253,967, is still more than \$250,000 over the remaining budget of \$980,000.

Furthermore, the COVID-19 pandemic has resulted in significant revenue reductions to the City resulting in Council's decision to defund this project at the May 5, 2020 Capital Improvement Program discussion. The remaining budget was reallocated for more urgent and essential municipal programs.

Recognizing that this Project is necessary, although not urgent, the Project should be deferred into the City's 5-Year Capital Improvement Plan.

FISCAL IMPACT:

None. At the May 5, 2020 meeting to consider the Capital Improvement Program for FY 2020/21, Council defunded construction of this Project returning approximately \$982,000 to the fund balance for urgent and essential municipal programs.

PRIOR CITY COUNCIL ACTION:

Date	Description
5/17	Approved capital project for Renovation Project for FY 2017/18
8/17	Awarded Professional Services Agreement to Kasavan Architects
11/17	Presented 4 schematic design options for Renovation and Expansion
11/17	Approved 5th schematic design option for Renovation and Expansion into two wings
3/18	Draft FY 2018/19 Capital Improvement Plan and Budget presentation based on \$1.5M construction funding
4/18	Approved final schematic design and Amendment No. 1 to Kasavan's Agreement
6/18	Adopted FY 2018/19 Budget with \$1.9M for construction.
3/19	Reviewed the 90% design of the Project and directed staff to redesign the Project focusing on repairs, ADA, and interior renovation only, without two expansion wings
6/19	Adopted FY 2019/20 Budget with \$1.0M reserved for the downsized renovation
11/19	Reviewed the 90% design of the revised, downsized Project

ATTACHMENTS:

Resolution 2020-032 - Reject Bids for Police Building Renovation Project
Attachment #2, Bid Tabulation - Police Building Renovation Project

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

RESOLUTION NO. 2020-032

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
REJECTING ALL BIDS RECEIVED FOR THE POLICE BUILDING RENOVATION PROJECT
AND DIRECTING STAFF TO DEFER THE PROJECT INTO THE 5-YEAR CAPITAL
IMPROVEMENT PLAN**

WHEREAS, the Police Building has not been renovated since its initial construction in 1967, and the facility requires modernization to maintain police functionality, meet current building codes, and conform to federal Americans with Disabilities Act requirements; and

WHEREAS, in June 2019, the City Council adopted the Fiscal Year 2019/20 Budget and Capital Improvement Program which carried over a budget of \$1,000,000 for renovation of the building; and

WHEREAS, the design was completed, plans and specifications were prepared, and the Project was extensively advertised for construction bids; and

WHEREAS, two responsive bids were received and announced at the public bid opening held on March 17, 2020; and

WHEREAS, the lowest base bid of \$1,311,970 was 19% higher than the architect's cost estimate and, with a 10% construction contingency, would be 44% higher than the available budget of \$1,000,000; and

WHEREAS, the COVID-19 Pandemic has resulted in significant revenue reductions to the City, resulting in the reallocation of the \$1,000,000 budget for this Project for more urgent and essential municipal programs; and

WHEREAS, the City's 5-Year Capital Improvement Plan should be modified to include this essential, but non-urgent project.

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

Rejects all bids received for the Police Building Renovation Project and directs staff to defer the Project into the 5-Year Capital Improvement Plan.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 2nd day of June, 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk



TABULATION OF BIDS

RENOVATIONS AT CARMEL POLICE DEPARTMENT

20-20-007

Bid Opening: March 17, 2020 at 2:00 pm

BASE BID:				Ausonio Incorporated		Avila Construction Company	
No.	Description	Quantity	Unit	Price	Amount	Price	Amount
1	Mobilization & Demobilization	1	LS	\$ 64,681	\$ 64,681	\$ 29,168	\$ 29,168
2	Site Work	1	LS	\$ 249,883	\$ 249,883	\$ 251,710	\$ 251,710
3	Building Renovation	1	LS	\$ 997,406	\$ 997,406	\$ 1,060,451	\$ 1,060,451
Basis Of Award Total					\$ 1,311,970		\$ 1,341,329
QUALIFICATION:				Qualified		Qualified	

BID ALTERNATES:				Ausonio Incorporated		Avila Construction Company	
Alt No.	Description	Quantity	Unit	Price	Amount	Price	Amount
1	Provide Galvanized Steel Handrails in lieu of Bronze	Deductive	LS	\$ (16,000)	\$ (16,000)	\$ (25,146)	\$ (25,146)
2	Provide Architectural Asphalt Shingles at Mansard Roof in Lieu of Wood Shingles	Deductive	LS	\$ (18,500)	\$ (18,500)	\$ (38,744)	\$ (38,744)
3	Electric Card Readers	Deductive	LS	\$ (5,500)	\$ (5,500)	\$ (13,817)	\$ (13,817)
4	Painting Exterior of Adjacent Public Works Building	Deductive	LS	\$ (32,000)	\$ (32,000)	\$ (37,000)	\$ (37,000)
5	Provide Waterproofing to Existing Concrete Slab Over Parking Garage	Additive	LS	\$ 45,000	\$ 45,000	\$ 6,374	\$ 6,374
6	Replace Exhaust Fan 3 (EF-3)	Additive	LS	\$ 40,000	\$ 40,000	\$ 15,643	\$ 15,643
7	Remove Cut and Unused Cables in Rm. 207	Additive	LS	\$ 16,000	\$ 16,000	\$ 2,660	\$ 2,660
Bid Alternate Totals					\$ 29,000		\$ (90,030)
GRAND TOTAL					\$ 1,340,970		\$ 1,251,299



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

**June 2, 2020
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2020-033, calling for the holding of a Municipal Election to be held on Tuesday, November 3, 2020, 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 3, 2020 City of Carmel-by-the-Sea Municipal Election.

RECOMMENDATION:

Adopt Resolution 2020-033, calling for the holding of a Municipal Election to be held on Tuesday, November 3, 2020, 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 3, 2020 City of Carmel-by-the-Sea Municipal Election.

BACKGROUND/SUMMARY:

California Elections Code Division 10 outlines the general provisions and procedures for the conduct of local and consolidated elections. The City Clerk, as the Elections Official for the City of Carmel-by-the-Sea hereby requests City Council authorization to consolidate the election for the office of Mayor and two Council Member seats to be held on November 3, 2020.

The filing period begins Monday, July 13, 2020 and ends at 5:00 p.m. on Friday, August 7, 2020. According to Elections Code § 10225, if any incumbents for a specific office fail to file or qualify by the close of the workday on August 7, 2020, the filing period will be extended five (5) calendar days for the specific office, for non-incumbents only, thus closing at 5:00 p.m. on Wednesday, August 12, 2020.

Adoption of Resolution 2020-033 authorizes the City Clerk to procure the services of the Monterey County Elections Department for conducting the election.

California Elections Code § 15651 authorizes the City Council 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 vote") for an office to be voted upon in a city. Section § 15651 provides the tie vote shall be resolved by lot or by conducting a Special Election. Resolution by lot is recommended, due to the expense of conducting a Special Election.

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. Pursuant to Election Code § 10228, all candidates filing nomination papers are required to pay a filing fee of \$25.00. Additionally, the City Clerk shall estimate the costs to the candidate associated with candidate statements and is not bound by this estimate.

FISCAL IMPACT:

Monterey County Elections Department estimates that the City of Carmel-by-the-Sea's share for the cost of the election to be between \$6.00 and \$8.00 per registered voter. As of February 24, 2020, the County of Monterey reports the City has 2,503 registered voters for an estimated Election cost of \$15,000-20,000. Consolidating the City's General Municipal Election with the Presidential General Election provides cost sharing with other jurisdictions within the County.

PRIOR CITY COUNCIL ACTION:

The City Council takes action for General Municipal Elections every two-years in even-numbered years. The City Council approved similar Resolutions in 2018 for the 2018 election.

ATTACHMENTS:

Attachment #1 - Resolution 2020-033 Calling November 3, 2020 Municipal Election

Attachment #2 - Statement of Election Facts

Attachment #3 - Service Agreement with MoCo ROV

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

RESOLUTION NO. 2020-033

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
CALLING FOR THE HOLDING OF A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 3, 2020, 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 3, 2020 CITY OF CARMEL-BY-THE-SEA MUNICIPAL
ELECTION**

WHEREAS, under the provisions of the applicable laws in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020 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.

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 3, 2020.

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

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 3, 2020 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;

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.

RECITALS

Section 1: The General Municipal Election for the year 2020 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 3rd day of November, 2020, said date being the first Tuesday following the first Monday in November, 2020.

Section 2: 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 3: 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 7, 2020, except that the nomination filing period will be extended to 5:00 p.m. on Wednesday, August 12, 2020, if an incumbent does not file or fails to qualify by close of the regular nomination period on August 7, 2020.

Section 4: 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 5: 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 3, 2020 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 6: The City authorizes the Registrar of Voters to consolidate this election with any other election on November 3, 2020 for the convenience of the registered voters and to effectuate any cost savings by such consolidation.

Section 7: This Resolution shall apply only to the election to be held on Tuesday, November 3, 2020 and shall be repealed upon the City Council's declaration of election results.

Section 8: 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 AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

STATEMENT OF ELECTION FACTS

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

Carmel-by-the-Sea

MAIL SHOULD BE ADDRESSED TO: Britt AvritTITLE: City ClerkMAILING ADDRESS: P.O. Box CC, Carmel-by-the-Sea, CA 93921TELEPHONE: 831-620-2016FAX: 831-620-2004E-MAIL: bavrit@ci.carmel.ca.usWEBSITE: www.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	7th 2 NW of Monte Verde	Carmel-by-the-Sea	1	2020	2 yrs	
Bobby Richards	Santa Fe 3 NW Ocean Ave	Carmel-by-the-Sea	1	2020	4 yrs	
Jan Reimers	NW Corner of Camino Real & 9th St.	Carmel-by-the-Sea	1	2020	4 yrs	
Carrie Theis	1 NE of 4th Ave on Dolores St.	Carmel-by-the-Sea	1	2022	4 yrs	
Jeff Baron	Camino Real, 13 NE of 4th St.	Carmel-by-the-Sea	1	2022	4 yrs	

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

Name of City Clerk/Manager: Britt Avrit, City Clerk

Print Name

Name of Deputy City Clerk/Secretary: _____

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 unknown 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
MONTEREY COUNTY REGISTRAR OF VOTERS

NOVEMBER 3, 2020

This Agreement, entered into this 2nd day of June 2020, by and between **CITY OF CARMEL-BY-THE-SEA** and Monterey County Registrar of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters 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 Registrar of Voters for Monterey County to conduct an election for the City on **NOVEMBER 3, 2020**, and requesting election related services of the Registrar of Voters.
- 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 Registrar of Voters 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 Registrar of Voters 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 13, 2020**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 20, 2020**.

- 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 REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 3) The Registrar of Voters shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Registrar of Voters 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 Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Registrar of Voters 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 3, 2020**.

The parties will use best efforts to perform services herein. However, in the event the Registrar of Voters is unable to perform services required under this Agreement that are beyond his control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar will provide reasonable notice, if practical, of any conditions beyond his control, including notice at least 30 days prior to **NOVEMBER 3, 2020** of vendor conditions affecting the election services. In the event a vendor does not perform, the Registrar will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the City shall pay to the Registrar of Voters 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 Registrar 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 Registrar of Voters.

CITY:

Signature: _____ Date: _____

Print Name: Chip Rerig

Title: City Administrator

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____



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

**June 2, 2020
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2020-034 authorizing the Mayor to execute a third amendment to the City Administrator At-Will Employment Agreement effective June 1, 2020

RECOMMENDATION:

Adopt Resolution 2020-034 authorizing the Mayor to execute a third amendment to the City Administrator At-Will Employment Agreement effective June 1, 2020.

BACKGROUND/SUMMARY:

On February 2, 2016, the City entered into an Employment Agreement with Chip Rerig, to serve as the City Administrator. The current base salary of Mr. Rerig is \$196,650 pursuant to the Second Amendment to the Employment Agreement.

In March, 2020, the City of Carmel-by-the-Sea, began grappling with the impacts of COVID-19, a deadly flu-like virus. The economic impacts of COVID-19 have caused a significant financial negative impact upon the City's budget.

In an effort to contribute to the City's necessary attempts to cut costs, City Administrator Rerig has requested that an amount equal to 10% (ten percent) of his annual base salary for 12 (twelve) months commencing June 1, 2020 through May 31, 2021 be reduced from the City's contribution to his Section 457 deferred compensation program. The annual base salary of the City Administrator is \$196,650 and 10% (ten percent) thereof is \$19,665.00. The proposed Third Amendment to the Employment Agreement with the City Administrator reflects this reduction in the Section 457 deferred compensation program contribution and the resulting savings to the City of \$19,665.00

FISCAL IMPACT:

There will be a savings to the City of \$19,665.00.

PRIOR CITY COUNCIL ACTION:

Resolution No. 2016-012: Resolution authorizing the Mayor to execute an Employment Agreement between the City and Chip Rerig.

Resolution No. 2017-088: Resolution approving a First Amendment to the City Administrator Employment Agreement.

Resolution No. 2018-110: Resolution authorizing the Mayor to execute a Second Amendment to the City Administrator Employment Agreement.

ATTACHMENTS:

Attachment #1 - Resolution 2020-034 Third Amendment to City Administrator Employment Agreement

Attachment #2 - Third Amendment to City Administrator Employment Agreement

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

RESOLUTION NO. 2020-034

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE CITY
ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT EFFECTIVE JUNE 1, 2020**

WHEREAS, pursuant to Resolution No. 2016-012, the City of Carmel-by-the-Sea ("City") and Chip Rerig executed an Employment Agreement ("Employment Agreement") effective February 2, 2016 to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2017-088, City and Chip Rerig executed a First Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2018-110, City and Chip Rerig executed a Second Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, the functions, duties and perogatives of the City Administrator are specified in the Carmel-by-the-Sea Municipal Code and the provisions of the City Municipal Code shall control should any conflict exist pertaining to either this Resolution or the Third Amendment that it authorizes; and

WHEREAS, the City Administrator shall continue to serve at the pleasure of the City Council; and

WHEREAS, this action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment; and

WHEREAS, since March 2020, the global community, nation, State of California and City of Carmel-by-the-Sea have been gripped by COVID-19, a flu-like virus, that is significantly more contagious and deadly than the flu, and has caused mass illness and death' and.

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19. Since that time, the Governor and the Monterey County Health Officer have issued numerous Orders requiring residents to shelter in place, and all business except those deemed "essential" to halt any operations that cannot be performed by employees from home. The response to COVID-19, including these Orders, has had a devastating effect on the economy at all levels as well as to the budget of the City of Carmel-by-the-Sea. There are certain efforts underway to begin limited reopening of businesses, but the extent of impact of COVID 19 on the economy and the City's budget to date and for the foreseeable future remains unknown, and

WHEREAS, in an effort to conserve costs for the City, the City Administrator has requested that an amount equal to 10% (ten percent) of his annual base salary for 12 (twelve) months commencing June 1, 2020 through May 31, 2021 be reduced from the City's contribution to the Section 457 deferred compensation program of the City Administrator. The annual base salary of the City Administrator is \$196,650 and 10% (ten percent) thereof is \$19,665.00. The proposed Third Amendment to the Employment Agreement with the City Administrator reflects this reduction in the Section 457 deferred compensation program and the resulting savings to the City of \$19,665.00; and

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

Authorize a Third Amendment to the Employment Agreement as follows:

1. An amount equal to 10% (ten percent) of the City Administrator's annual base salary for 12 (twelve) months commencing June 1, 2020 through May 31, 2021 shall be reduced from the City's contribution to the Section 457 deferred compensation program of the City Administrator. The current annual base salary of the City Administrator is \$196,650 and 10% (ten percent) thereof is \$19,665.00.

2 The Mayor is authorized and directed to execute a Third Amendment to the City Administrator At-Will Employment Agreement (Exhibit A) to this Resolution.

3. This Resolution shall take effect immediately following passage and adoption by the Carmel-by-the-Sea City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

THIRD AMENDMENT TO CITY ADMINISTRATOR

AT-WILL EMPLOYMENT AGREEMENT

This Third Amendment to City Administrator At-Will Employment Agreement (“Third Amendment”) is made and entered into between the City of Carmel-by-the-Sea, California, a municipal corporation (“City”) and Richard (“Chip”) Lyons Rerig, an individual (“City Administrator”). The City and the City Administrator are sometimes individually referred to as a “Party” and collectively as “Parties.” This Third Amendment shall be effective on June 1, 2020.

WHEREAS, the Parties entered into an Employment Agreement (“Employment Agreement”) on February 2, 2016.

WHEREAS, pursuant to Section 7A of the Employment Agreement, City Administrator received a base salary that, at the time of the Employment Agreement, was \$190,000.00.

WHEREAS, the current base salary of the City Administrator based upon Resolution No. 2018-110 and the Second Amendment to the Employment Agreement is \$196,650.00.

WHEREAS, pursuant to Section 7C of the Employment Agreement, the City Council of the City of Carmel-by-the-Sea (“City Council”) grants salary increases to City Administrator in its discretion. City Administrator does not currently have a salary increase pending.

WHEREAS, since March 2020, the global community, nation, State of California and City of Carmel-by-the-Sea have been gripped by COVID-19, a flu-like virus, that is significantly more contagious and deadly than the flu, and has caused mass illness and death.

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19. Since that time, the Governor and the Monterey County Health Officer have issued numerous Orders requiring residents to shelter in place, and all business except those deemed “essential” to halt any operations that cannot be performed by employees from home. The response to COVID-19, including these Orders, has had a devastating effect on the economy at all levels as well as to the budget of the City of Carmel-by-the-Sea. There are certain efforts underway to begin limited reopening of businesses, but the extent of impact of COVID 19 on the economy and the City’s budget to date and for the foreseeable future remains unknown.

WHEREAS, in an effort to conserve costs for the City, the City Administrator has requested an amount equal to 10% (ten percent) of the City Administrator’s annual base salary for 12 (twelve) months commencing June 1, 2020 through May 31, 2021 be reduced from the City’s contribution to Section 457 deferred compensation program of the City Administrator. The current annual base salary of the City Administrator is \$196,650 and 10% (ten percent) thereof is \$19,665.00.

WHEREAS, the Parties now desire to amend the Employment Agreement as follows:

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

1. An amount equal to 10% (ten percent) of the City Administrator's annual base salary for 12 (twelve) months commencing June 1, 2020 through May 31, 2021 shall be reduced from the City's contribution to the Section 457 deferred compensation program of the City Administrator. The current annual base salary of the City Administrator is \$196,650 and 10% (ten percent) thereof is \$19,665.00.

2. Any and all benefits included in Section 8 of the Employment Agreement, or otherwise agreed to between the City Council and City Administrator, shall remain the same.

3. For purposes of this Amendment only, and for no other future use unless expressly agreed upon in writing, the Parties agree to waive Section 7E of the Employment Agreement. This Salary Reduction is entirely voluntary by City Administrator and does not in any way reflect any dissatisfaction with performance of the City Administrator by the City Council.

4. Government Code Provisions

a. Pursuant to Government Code section 53260, in the event City provides City Administrator with a cash settlement related to termination of the Employment Agreement, the cash settlement shall not exceed the lesser of (1) an amount equal to the monthly salary of Employee multiplied by 18 or (2) an amount equal to the monthly salary of City Administrator multiplied by the number of months left on the unexpired term of the Employment Agreement.

b. Pursuant to Government Code sections 53243 and 53243.3, in the event City provides paid leave salary to City Administrator pending an investigation into City Administrator, the City Administrator shall fully reimburse City for any paid leave salary if City Administrator is convicted of a crime involving an abuse of his office or position.

c. Pursuant to Government Code sections 53243.1 and 53243.3, in the event the City provides funds for City Administrator's legal criminal defense, the City Administrator shall fully reimburse City for any such funds if City Administrator is convicted of a crime involving an abuse of his office or position.

d. Pursuant to Government Code sections 53243.2 and 53243.3, in the event LAFCO provides City Administrator with a cash settlement related to City Administrator's termination, City Administrator shall fully reimburse City for any such cash settlement if City Administrator is convicted of a crime involving an abuse of his office or position.

e. Pursuant to Government Code section 53243.4, an "abuse of office or position" means (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

5. Except as specifically modified and amended in this Amendment, the Employment Agreement and First Amendment and Second Amendment remain in full force and

effect and binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment.

CITY OF CARMEL-BY THE SEA

A Municipal Corporation

By: _____

Dave Potter
Mayor

Chip L. Rerig
City Administrator

ATTEST:

By: _____

Britt Avrit
City Clerk

APPROVED AS TO FORM:

By: _____

Brian Pierik
City Attorney



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

**June 2, 2020
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2020-035 approving the rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, including special services, effective July 1, 2020

RECOMMENDATION:

Adopt Resolution 2020-035 approving the rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, including supplemental services, effective July 1, 2020, which is Option 1 in this Staff Report.

In the alternative, based on Council direction, Resolution 2020-035 could instead include language to implement Option 2 or Option 3 as described in this Staff Report which would not include supplemental services at this time.

BACKGROUND/SUMMARY:

On June 17, 2014, Council approved a Franchise Agreement with GreenWaste Recovery (GWR) for the collection of solid waste, recycling and organics, subsequent to a competitive Request for Proposals selection process. The Franchise Agreement became effective on July 1, 2015 with a 15-year term ending June 30, 2030, and stipulates that rates shall be adjusted annually using either an index-based prescribed formula or a cost-based procedure.

In January 2019, the Monterey Peninsula municipalities requested a cost-based rate adjustment, which triggered a rigorous, region-wide process. The analysis phase of the cost-based rate adjustment extended over a year and was completed in the spring of 2020. As a result, no rate adjustment occurred on July 1, 2019, and it is instead scheduled for July 1, 2020. In addition to the deferred 2019 cost-based rate adjustment, the City is now also subject to the 2020 prescribed formula rate adjustment, also effective July 1, 2020.

Cost-based Rate Adjustment

The purpose of the cost-based rate adjustment is to "true up" service fees to the actual level of service provided. The cost-based rate adjustment involved the review of GWR's actual cost of operations during Fiscal Year 2018-2019 (including staffing levels, routes, hours, customers and their service levels, etc.) by

third-party independent consultant HF&H to determine the “Total Contractor’s Compensation.” HF&H Consultants has been providing independent franchise oversight support to the municipalities of the Monterey Peninsula since the approval of the Franchise Agreement with GWR.

HF&H has a Professional Services Agreement with the City and GWR to conduct the cost-based rate adjustment. As part of the review process, HF&H determined allowable costs per the stipulations of the Franchise Agreement between the City and GWR, as well as costs for services above and beyond those identified in the Agreement. The difference between the allowable “Total Contractor’s Compensation” and the gross receipts in the most recent calendar year (2018) was the rate adjustment factor. This calculated rate adjustment factor was applied to the existing rates to determine the rate adjustment for Fiscal Year 2019-20.

The cost-based rate adjustment results in a 21.36% rate increase across all customers in the City for the services provided per the Franchise Agreement. Additional services provided by GWR beyond the stipulations of the Franchise Agreement, and their potential impact on the rate adjustment, are further discussed below.

Index-based Prescribed Formula Rate Adjustment

The prescribed-formula rate adjustment involves (1) increasing the component of the rates for GWR labor and other operational costs by the Consumer Price Index (CPI), Employment Cost Index (ECI), and Fuel Index, and (2) adjusting the processing and disposal fees by the Monterey Regional Waste Management District (MRWMD) at their facility in Marina by their actual changes.

The prescribed-formula rate adjustment results in an additional 6.67% rate increase for the services provided per our Franchise Agreement for Fiscal Year 2019-20. This 6.67% rate increase includes the following fee increases from the MRWMD: (1) a 5% tipping fee increase and (2) a new \$40/ton fee for recyclables processing due to significant reductions in recyclable material value.

Combined Rate Adjustment

Due to compounding effects of the cost-based rate adjustment and the prescribed-formula rate adjustment, the total adjustment from current rates is a 29.46% increase. The proposed rates for all sectors are included in Attachment 2. For residential services, the new rates as of July 1, 2020 would be:

Service Level	Current Monthly Cost	New Monthly Cost
20-gallon	\$29.32	\$37.96
32-gallon	\$32.58	\$42.18
64-gallon	\$51.50	\$66.67
96-gallon	\$65.29	\$84.52

Supplemental Services not included in the Franchise Agreement

In addition to the rate increases based on the services prescribed in the Franchise Agreement, GWR has provided additional services and accommodations, as requested by the City, which were not included in the Franchise Agreement. These services are listed below and further described in a memo provided by GWR, included as Attachment 3:

- Additional regulatory reporting in support of all Peninsula cities beyond the stipulations of the Franchise Agreement;
- Shortened downtown waste collection time from eight to three hours to minimize impact on traffic and business;

· Delayed collection start time from 4:00 or 6:00 am to 7:00 am in downtown areas to minimize impacts on businesses and hotels.

If the City decides to maintain these supplemental services, the cost-based rate adjustment increases from 21.36% up to 33.67%, and the cumulative rate increase, including the prescribed-formula rate adjustment, amounts to 42.09% (see Attachment 4). For residential services, the new rates as of July 1, 2020 would be:

Service Level	Current Monthly Cost	New Monthly Cost
20-gallon	\$29.32	\$41.66
32-gallon	\$32.58	\$46.29
64-gallon	\$51.50	\$73.18
96-gallon	\$65.29	\$92.77

Rate Approval Options

The Franchise Agreement requires that the City Council make a good faith effort to approve annual rate adjustments. Due to the lengthy cost-based rate adjustment process in FY 2018-19, which extended well into FY2019-20, no rate adjustment occurred in July 2019. As a result, this rate adjustment includes both cost-based rate adjustment and formula-based rate adjustments.

In April 2020, due to operational constraints from the County of Monterey's Shelter-in-Place Order, the City sent a letter to GreenWaste Recovery requesting additional time to review and approve the rate adjustment (Attachment 5). In May 2020, GreenWaste Recovery sent a letter response to the City (Attachment 6) recommending the approval of the rate adjustment for services stipulated in the Franchise Agreement, with the option to deny, approve, or defer the decision on supplemental services not included in the Franchise Agreement.

Council has the option to approve or disagree with the rate calculations. City staff, in tandem with the MRWMD staff and HF&H Consultants, finds the rate calculation to be accurate and consistent with the Agreement.

Council also has the following approval options:

Option 1: Council may approve the new rates based on the basic services stipulated in the Franchise Agreement, plus the supplemental services. This Option is included in Resolution 2020-035 as presently drafted.

Option 2: Council may approve the new rates based on the basic services stipulated in the Franchise Agreement and deny the supplemental services. If Option 2 is selected by the Council, then Resolution No. 2020-035 would need to be revised to read as below and Exhibit A would be replaced with an Exhibit (see Attachment 2) which does not include supplemental services:

"Approve rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, excluding supplemental services, effective on July 1, 2020, as shown in the attached Exhibit A."

Option 3: Council may approve the new rates based on the basic services stipulated in the Franchise Agreement and defer their decision on supplemental services. As the shelter-in-place order is lifted and the economy begins to recover, a workshop could be held to review potential modifications to the Franchise Agreement to meet local needs. If Option 3 is selected by the Council, then Resolution No. 2020-035 would need to be revised to read as below and Exhibit A would be replaced with an Exhibit (see Attachment

2) which does not include supplemental services:

"Approve rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, excluding supplemental services, effective on July 1, 2020, as shown in the attached Exhibit A."

FISCAL IMPACT:

The rate sheet for new waste service rates based on the basic services stipulated in the Franchise Agreement is included in Attachment 2. For context, the table below shows current rates, new rates (without supplemental services), and monthly rate increase for a residential customer:

Service Level	Current Monthly Cost	Franchise only services		Franchise + supplemental services	
		July 2020 Monthly Cost	Monthly Cost Increase	July 2020 Monthly Cost	Monthly Cost Increase
20-gallon	\$29.32	\$37.96	+ \$8.64	\$41.66	+\$12.34
32-gallon	\$32.58	\$42.18	+ \$9.60	\$46.29	+\$13.71
64-gallon	\$51.50	\$66.67	+ \$15.17	\$73.18	+\$21.68
96-gallon	\$65.29	\$84.52	+ \$19.23	\$92.77	+\$27.48

The City collects a Franchise Fee of 13% of gross receipts from GWR. The Franchise Fee helps cover staffing costs and expenses associated with contract management, coordination with GWR, MRWMD and regional partners, customer support, compliance with State regulatory requirements, public outreach, etc. The Franchise Fee collected in Fiscal Year 2018-19 was \$329,939.

PRIOR CITY COUNCIL ACTION:

On June 17, 2014, Council approved a Franchise Agreement with GWR for the collection of solid waste, recycling and organics.

On June 5, 2018, Council approved a prescribed-formula-rate adjustment of 2.1% for the collection of solid waste, recycling and organics.

ATTACHMENTS:

Attachment 1 - Resolution 2020-035

Attachment 2 - Rate Sheet for Collection Services per the Franchise Agreement (no supplemental services)

Attachment 3 - Additional Services beyond the Franchise Agreement, memo dated May 15, 2020

Attachment 4 - Rate Sheet for Collection Services including Supplemental Services

Attachment 5 - City of Carmel-by-the-Sea Letter to GWR, dated April 9, 2020

Attachment 6 - GWR Letter to City of Carmel-by-the-Sea, dated May 7, 2020

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

RESOLUTION NO. 2020-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING RATES CHARGED BY THE CITY'S FRANCHISED HAULER, GREENWASTE RECOVERY, FOR THE COLLECTION OF SOLID WASTE, RECYCLING AND ORGANICS, INCLUDING SUPPLEMENTAL SERVICES, EFFECTIVE JULY 1, 2020

WHEREAS, the City of Carmel-by-the-Sea (City) entered into a Franchise Agreement with GreenWaste Recovery, Inc. (GWR) on June 17, 2014 for solid waste, recycling, and organics collection services for the period of July 1, 2015 through June 30, 2030; and,

WHEREAS, Section 8.2 of the Franchise Agreement requires, and Exhibit E to the Agreement describes the process for, annual adjustments to customer rates on July 1 of each year, using either a multi-index formula based adjustment or a cost-based rate adjustment; and,

WHEREAS, in January 2019, the Monterey Peninsula municipalities requested a Cost-Based Rate Adjustment, which triggered a region-wide rigorous review process of GWR's finances by independent, third-party consultant HF&H that was completed in the spring of 2020; and,

WHEREAS, in addition to this past year's cost-based rate adjustment, a multi-index formula rate adjustment must also occur this year based on agreed-upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District landfill, and actual tonnage of materials collected by GWR;

WHEREAS, HF&H's calculation of the rate adjustments have been reviewed by City staff, and staff finds the calculations to be consistent with the methodology and requirements of the Franchise Agreement.

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

Approve rates charged by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, including supplemental services, effective on July 1, 2020, as shown in the attached Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

EXHIBIT A

**Franchise Agreement Exhibit G-3
Rates Effective July 1, 2020
(All rates are monthly unless stated otherwise)**

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
20 Gal Back/Side	\$41.66	Included	Included
32 Gal Back/Side	\$46.29	Included	Included
64 Gal Back/Side	\$73.18	Included	Included
96 Gal Back/Side	\$92.77	Included	Included
Notes:			
See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$46.63	\$93.28	\$118.28	\$143.79	\$169.15	\$228.21
64-Gallon Cart	\$89.80	\$146.16	\$202.75	\$259.36	\$382.38	\$485.54
96-Gallon Cart	\$110.77	\$208.31	\$309.20	\$389.86	\$500.63	\$635.37
1-Cubic Yard Bin	\$255.76	\$481.04	\$658.27	\$827.45	\$996.66	\$1,266.99
2-Cubic Yard Bin	\$375.83	\$751.11	\$1,126.96	\$1,504.34	\$1,772.04	\$1,886.40
3-Cubic Yard Bin	\$532.13	\$938.88	\$1,314.48	\$1,626.90	\$1,878.22	\$2,253.50
4-Cubic Yard Bin	\$707.98	\$1,165.13	\$1,878.06	\$2,340.11	\$2,547.54	\$2,754.98
2-Cubic Yard Compactor	\$411.12	\$821.69	\$1,232.82	n/a	n/a	n/a
3-Cubic Yard Compactor	\$585.05	\$1,044.76	\$1,473.29	n/a	n/a	n/a
4-Cubic Yard Compactor	\$778.54	\$1,306.28	\$2,089.79	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$13.47	\$21.92	\$30.41	\$38.90	\$57.36	\$72.84
96-Gallon Cart	\$16.62	\$31.25	\$46.38	\$58.48	\$75.10	\$95.30
1-Cubic Yard Bin	\$38.37	\$72.16	\$98.74	\$124.11	\$149.50	\$190.04
2-Cubic Yard Bin	\$56.37	\$112.66	\$169.05	\$225.65	\$265.81	\$282.97
3-Cubic Yard Bin	\$79.82	\$140.83	\$197.18	\$244.03	\$281.74	\$338.02
2-Cubic Yard Compactor	\$15.23	\$30.38	\$45.63	n/a	n/a	n/a
3-Cubic Yard Compactor	\$18.11	\$17.41	\$12.04	n/a	n/a	n/a
4-Cubic Yard Compactor	n/a	n/a	n/a	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$67.35	\$109.61	\$152.07	\$194.52	\$286.79	\$364.16
96-Gallon Cart	\$83.07	\$156.23	\$231.91	\$292.41	\$375.48	\$476.53
1-Cubic Yard Bin	\$191.82	\$360.78	\$493.70	\$620.59	\$747.50	\$950.25
2-Cubic Yard Bin	\$281.87	\$563.33	\$845.23	\$1,128.25	\$1,329.04	\$1,414.80

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$67.35	\$109.61	\$152.07	\$194.52	\$286.79	\$364.16
96-Gallon Cart	\$83.07	\$156.23	\$231.91	\$292.41	\$375.48	\$476.53
1-Cubic Yard Bin	\$191.82	\$360.78	\$493.70	\$620.59	\$747.50	\$950.25
2-Cubic Yard Bin	\$281.87	\$563.33	\$845.23	\$1,128.25	\$1,329.04	\$1,414.80
3-Cubic Yard Bin	\$399.09	\$704.16	\$985.86	\$1,220.17	\$1,408.66	\$1,690.12

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$654.75	\$654.75	\$654.75	\$654.75
20 YD	\$719.79	\$719.79	\$719.79	\$719.79
30 YD	\$894.40	\$894.40	\$894.40	\$894.40
40 YD	\$1,069.02	\$1,069.02	\$1,069.02	\$1,069.02
Per Ton	\$74.83	\$45.98	\$48.28	\$66.24

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.43
Cart Replacement	RES	\$88.65
Re-Delivery or Re-Start	RES	\$36.94
Cart Cleaning	RES	\$36.94
Non-Scheduled Collection	RES	\$28.08
Cardboard Sticker	COM	\$13.73
Difficult to Service Cart	COM	\$1.48
Difficult to Service Bin	COM	\$4.43
Locking Bin	COM	\$73.87
Cart Replacement	COM	\$88.65
Cart Cleaning	COM	\$36.94
Bin Swap- Cleaning or Repainting	COM	\$110.81
Bulky - Recyclable	RES/COM	\$29.54
Bulky - Non Recyclable	RES/COM	\$36.94
Bulky - Event	RES/MFD	\$44.32
Covered Box	RO	\$110.81
Driver Time per Hour	RO	\$162.51
Dry Run or Relocation	RO	\$110.81
Extra Days	RO	\$36.94

*Note: Application of fees shall be as described in Franchise Agreement

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
20 Gal Back/Side	\$37.96	Included	Included
32 Gal Back/Side	\$42.18	Included	Included
64 Gal Back/Side	\$66.67	Included	Included
96 Gal Back/Side	\$84.52	Included	Included
Notes:			
See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$42.48	\$84.99	\$107.76	\$131.01	\$154.11	\$207.92
64-Gallon Cart	\$81.82	\$133.17	\$184.72	\$236.30	\$348.39	\$442.37
96-Gallon Cart	\$100.92	\$189.79	\$281.71	\$355.20	\$456.12	\$578.88
1-Cubic Yard Bin	\$233.02	\$438.27	\$599.74	\$753.88	\$908.04	\$1,154.34
2-Cubic Yard Bin	\$342.41	\$684.32	\$1,026.76	\$1,370.58	\$1,614.48	\$1,718.68
3-Cubic Yard Bin	\$484.81	\$855.41	\$1,197.61	\$1,482.25	\$1,711.22	\$2,053.13
4-Cubic Yard Bin	\$645.03	\$1,061.53	\$1,711.07	\$2,132.04	\$2,321.03	\$2,510.03
2-Cubic Yard Compactor	\$374.57	\$748.63	\$1,123.21	n/a	n/a	n/a
3-Cubic Yard Compactor	\$533.03	\$951.87	\$1,342.30	n/a	n/a	n/a
4-Cubic Yard Compactor	\$709.32	\$1,190.13	\$1,903.98	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$12.27	\$19.97	\$27.71	\$35.44	\$52.26	\$66.36
96-Gallon Cart	\$15.14	\$28.47	\$42.26	\$53.28	\$68.42	\$86.83
1-Cubic Yard Bin	\$34.96	\$65.74	\$89.96	\$113.08	\$136.20	\$173.15
2-Cubic Yard Bin	\$51.36	\$102.64	\$154.02	\$205.59	\$242.18	\$257.81
3-Cubic Yard Bin	\$72.73	\$128.31	\$179.65	\$222.34	\$256.69	\$307.97
2-Cubic Yard Compactor	\$13.88	\$27.68	\$41.57	n/a	n/a	n/a
3-Cubic Yard Compactor	\$16.50	\$15.87	\$10.97	n/a	n/a	n/a
4-Cubic Yard Compactor	n/a	n/a	n/a	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$61.36	\$99.87	\$138.55	\$177.23	\$261.29	\$331.78
96-Gallon Cart	\$75.69	\$142.34	\$211.29	\$266.41	\$342.10	\$434.16
1-Cubic Yard Bin	\$174.76	\$328.70	\$449.81	\$565.41	\$681.04	\$865.76
2-Cubic Yard Bin	\$256.81	\$513.24	\$770.08	\$1,027.93	\$1,210.87	\$1,289.00

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$61.36	\$99.87	\$138.55	\$177.23	\$261.29	\$331.78
96-Gallon Cart	\$75.69	\$142.34	\$211.29	\$266.41	\$342.10	\$434.16
1-Cubic Yard Bin	\$174.76	\$328.70	\$449.81	\$565.41	\$681.04	\$865.76
2-Cubic Yard Bin	\$256.81	\$513.24	\$770.08	\$1,027.93	\$1,210.87	\$1,289.00
3-Cubic Yard Bin	\$363.61	\$641.55	\$898.20	\$1,111.69	\$1,283.41	\$1,539.85

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$596.53	\$596.53	\$596.53	\$596.53
20 YD	\$655.79	\$655.79	\$655.79	\$655.79
30 YD	\$814.88	\$814.88	\$814.88	\$814.88
40 YD	\$973.97	\$973.97	\$973.97	\$973.97
Per Ton	\$74.83	\$45.98	\$48.28	\$66.24

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.04
Cart Replacement	RES	\$80.76
Re-Delivery or Re-Start	RES	\$33.66
Cart Cleaning	RES	\$33.66
Non-Scheduled Collection	RES	\$25.58
Cardboard Sticker	COM	\$12.51
Difficult to Service Cart	COM	\$1.35
Difficult to Service Bin	COM	\$4.04
Locking Bin	COM	\$67.30
Cart Replacement	COM	\$80.76
Cart Cleaning	COM	\$33.66
Bin Swap- Cleaning or Repainting	COM	\$100.96
Bulky - Recyclable	RES/COM	\$26.92
Bulky - Non Recyclable	RES/COM	\$33.66
Bulky - Event	RES/MFD	\$40.38
Covered Box	RO	\$100.96
Driver Time per Hour	RO	\$148.06
Dry Run or Relocation	RO	\$100.96
Extra Days	RO	\$33.66

*Note: Application of fees shall be as described in Franchise Agreement

IMPACT OF NOT APPROVING THE DISCRETIONARY RATE INCREASE

INDIRECT LABOR PROVIDED TO ALL SEVEN (7) PENINSULA CITIES

Additional Reporting: GreenWaste has been funding a 0.9FTE for all seven of the Participating Agencies to provide additional reporting and reporting support to each Agency, the MRWMD and the State on behalf of the Agencies and the MRWMD. This service has been provided to the City of Carmel-by-the-Sea by GreenWaste since 2015 without cost-recovery to GreenWaste.

If the City's portion of the 0.9FTE:

- ✓ **Is Approved**, then all historical reporting services will continue to be provided to and on behalf of the City and GreenWaste has agreed they will not come back to the City with a Change in Law request regarding SB1383 compliance reporting.
- ✓ **Is NOT approved**, then GreenWaste will no longer be able to provide the additional reporting beyond that required by the Franchise Agreement and GreenWaste will likely come back to the City with a Change in Law request regarding SB1383 compliance reporting.

CalRecycle Curbside Supplemental Payment: The Franchise Agreement is ambiguous on whether GreenWaste is prohibited from retaining these entitlement payments that are only available to haulers. There is no mechanism outlined in the Franchise Agreement for GreenWaste to remit these payments, where there are such mechanisms for remittance of other payments.

If the City's portion of the 0.9FTE:

- ✓ **Is Approved**, then GreenWaste has agreed to remit the Curbside Supplemental Payment back to the City that would be based on the total tons of Recyclable Materials collected in the City.
- ✓ **Is NOT approved**, then GreenWaste will not remit the Curbside Supplemental Payment to the City.

DIRECT LABOR PROVIDED TO CARMEL-BY-THE-SEA ONLY

Collection Duration Shortened from Eight (8) Hours to Approximately Three (3) Hours:

GreenWaste uses three (3) trucks to service the commercial sector; one (1) truck each for garbage, recyclables and food waste, and many customers get service multiple times per week. GreenWaste's proposal included one (1) driver for each of these trucks for a total of three (3) drivers. This level of staffing and vehicles is sufficient to provide the services required under the Franchise Agreement within the permitted collection hours. However, with single-driver vehicles, the driver dismounts the truck and leaves it unattended, blocking the road and impacting the movement of both passenger vehicles and delivery trucks and blocking occupied/un-occupied parking spaces. This reduces operational efficiencies and requires collection services in the City last the entire shift (from 7:00am - 3:00pm). When using single-driver trucks, the driver can either:

- ✓ Park (or double-park) in once place on the block, dismount the vehicle once (leaving the truck unattended) and retrieve up to 2-carts at a time and bring them back to the truck for service, then return those carts and retrieve the next set of carts bringing those back to the truck for service then returning them until all the carts and cardboard on that block are serviced, OR
- ✓ Park (or double-park) in multiple places throughout the block dismounting, retrieving, servicing and returning carts and collecting cardboard, then moving the truck a short distance to do it all again.

However, in response to the City's needs, GreenWaste ended up hiring two (2) additional drivers/helpers so the garbage and recycling trucks each had both a driver and a helper for a total of five (5) commercial drivers versus the three (3) that were budgeted. This allowed the drivers to remain in the vehicle while the helper retrieved carts and collected cardboard. This significantly reduced the duration of time required to service businesses, shortening the collection window from approximately eight (8) hours for each commodity (garbage and recycling) to approximately two (2) to three (3) hours. This, combined with the delayed start time from above, allowed GreenWaste to start and complete routes from approximately 7:00am to approximately 10:00am under normal circumstances. GreenWaste has funded these additional two (2) positions* since 2015 without cost-recovery to GreenWaste.

If the cost of the additional 1.75 FTEs dedicated to the City:

- ✓ **Is approved**, then GreenWaste will operate business as usual.
- ✓ **Is NOT approved**, then 1.75 FTEs will be eliminated, and the garbage and recycling trucks will go back to being 1-driver vehicles. This will result in each driver dismounting and leaving the collection vehicle unattended and shuttling carts back and forth between the businesses and collecting cardboard. The resulting inefficiencies will mean the garbage and recycling trucks will be servicing commercial customers for up to eight (8) hours and rather than approximately three (3) hours, which will result in significant disruptions to the businesses, patrons and visitors:
 - ✓ Roads being blocked by the collection vehicles parking or being double-parked while the vehicle remains unattended
 - ✓ Impairment of traffic movement by passenger vehicles and delivery trucks, and
 - ✓ Occupied and un-occupied parking spaces being blocked, and
 - ✓ Carts that are set-out for collection on the sidewalks and curbside and piles of cardboard being left out until mid-afternoon (and many carts are serviced multiple times per week), and
 - ✓ Carts that are retrieved from businesses that are not paying "difficult-to-service" charges being shuttled from businesses and on sidewalks until mid-afternoon.

Delayed Collection Start Time: GreenWaste is permitted to begin collection at 4:00am to commercial businesses that are further than 200' away from residential properties and residential collection services may begin at 6:00am. In response to requests from the City, businesses, and hotels, and residents, GreenWaste delayed our start time for all services until 7:00am as to minimize noise and disruption to a heavily hospitality-centric area. The delayed start time also permitted businesses to set out their carts when employees arrive in the morning versus the night before, improving the aesthetics by minimizing the duration that unsightly carts and cardboard are on the

sidewalks and/or curbside blocking parking spaces. GreenWaste has delayed the start-time of servicing the City since 2015 without cost-recovery to GreenWaste.

If the cost of the additional 1.75 FTEs dedicated to the City:

- ✓ **Is approved**, then GreenWaste will operate business as usual.
- ✓ **Is NOT approved**, then GreenWaste will need to begin collection services at or before 6:00am in order to ensure collection can be completed within a single-shift by the garbage and recycle drivers operating without helpers.
 - In order to complete this work in a single shift, GreenWaste will need to take advantage of lighter traffic patterns and maximize the “off-route” time the truck is traveling to/from Marina:
 - Traveling from the operations yard in Marina where they begin their shift to the City,
 - Traveling from the City to Marina once the first load is full,
 - Returning to the City from Marina
 - Returning back to Marina to tip the second load and park the truck when the shift is complete
 - Business owners will no longer be able to put their carts out the morning of collection but instead will need to ensure their carts are placed out the night before so they are ready for collection when our trucks arrive. This could be especially troublesome as many businesses receive collection services multiple times per week.

**While the work requires two (2) full-time positions, the City is only being asked to consider funding 1.75FTEs (versus 2.0 FTEs) because GreenWaste was more efficient in other aspects of the operation such that 0.25 FTE is already included in the rates.*

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
20 Gal Back/Side	\$41.66	Included	Included
32 Gal Back/Side	\$46.29	Included	Included
64 Gal Back/Side	\$73.18	Included	Included
96 Gal Back/Side	\$92.77	Included	Included
Notes:			
See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$46.63	\$93.28	\$118.28	\$143.79	\$169.15	\$228.21
64-Gallon Cart	\$89.80	\$146.16	\$202.75	\$259.36	\$382.38	\$485.54
96-Gallon Cart	\$110.77	\$208.31	\$309.20	\$389.86	\$500.63	\$635.37
1-Cubic Yard Bin	\$255.76	\$481.04	\$658.27	\$827.45	\$996.66	\$1,266.99
2-Cubic Yard Bin	\$375.83	\$751.11	\$1,126.96	\$1,504.34	\$1,772.04	\$1,886.40
3-Cubic Yard Bin	\$532.13	\$938.88	\$1,314.48	\$1,626.90	\$1,878.22	\$2,253.50
4-Cubic Yard Bin	\$707.98	\$1,165.13	\$1,878.06	\$2,340.11	\$2,547.54	\$2,754.98
2-Cubic Yard Compactor	\$411.12	\$821.69	\$1,232.82	n/a	n/a	n/a
3-Cubic Yard Compactor	\$585.05	\$1,044.76	\$1,473.29	n/a	n/a	n/a
4-Cubic Yard Compactor	\$778.54	\$1,306.28	\$2,089.79	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$13.47	\$21.92	\$30.41	\$38.90	\$57.36	\$72.84
96-Gallon Cart	\$16.62	\$31.25	\$46.38	\$58.48	\$75.10	\$95.30
1-Cubic Yard Bin	\$38.37	\$72.16	\$98.74	\$124.11	\$149.50	\$190.04
2-Cubic Yard Bin	\$56.37	\$112.66	\$169.05	\$225.65	\$265.81	\$282.97
3-Cubic Yard Bin	\$79.82	\$140.83	\$197.18	\$244.03	\$281.74	\$338.02
2-Cubic Yard Compactor	\$15.23	\$30.38	\$45.63	n/a	n/a	n/a
3-Cubic Yard Compactor	\$18.11	\$17.41	\$12.04	n/a	n/a	n/a
4-Cubic Yard Compactor	n/a	n/a	n/a	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$67.35	\$109.61	\$152.07	\$194.52	\$286.79	\$364.16
96-Gallon Cart	\$83.07	\$156.23	\$231.91	\$292.41	\$375.48	\$476.53
1-Cubic Yard Bin	\$191.82	\$360.78	\$493.70	\$620.59	\$747.50	\$950.25
2-Cubic Yard Bin	\$281.87	\$563.33	\$845.23	\$1,128.25	\$1,329.04	\$1,414.80

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$67.35	\$109.61	\$152.07	\$194.52	\$286.79	\$364.16
96-Gallon Cart	\$83.07	\$156.23	\$231.91	\$292.41	\$375.48	\$476.53
1-Cubic Yard Bin	\$191.82	\$360.78	\$493.70	\$620.59	\$747.50	\$950.25
2-Cubic Yard Bin	\$281.87	\$563.33	\$845.23	\$1,128.25	\$1,329.04	\$1,414.80
3-Cubic Yard Bin	\$399.09	\$704.16	\$985.86	\$1,220.17	\$1,408.66	\$1,690.12

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$654.75	\$654.75	\$654.75	\$654.75
20 YD	\$719.79	\$719.79	\$719.79	\$719.79
30 YD	\$894.40	\$894.40	\$894.40	\$894.40
40 YD	\$1,069.02	\$1,069.02	\$1,069.02	\$1,069.02
Per Ton	\$74.83	\$45.98	\$48.28	\$66.24

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.43
Cart Replacement	RES	\$88.65
Re-Delivery or Re-Start	RES	\$36.94
Cart Cleaning	RES	\$36.94
Non-Scheduled Collection	RES	\$28.08
Cardboard Sticker	COM	\$13.73
Difficult to Service Cart	COM	\$1.48
Difficult to Service Bin	COM	\$4.43
Locking Bin	COM	\$73.87
Cart Replacement	COM	\$88.65
Cart Cleaning	COM	\$36.94
Bin Swap- Cleaning or Repainting	COM	\$110.81
Bulky - Recyclable	RES/COM	\$29.54
Bulky - Non Recyclable	RES/COM	\$36.94
Bulky - Event	RES/MFD	\$44.32
Covered Box	RO	\$110.81
Driver Time per Hour	RO	\$162.51
Dry Run or Relocation	RO	\$110.81
Extra Days	RO	\$36.94

*Note: Application of fees shall be as described in Franchise Agreement

City of Carmel-by-the-Sea

POST OFFICE BOX CC
CARMEL-BY-THE-SEA, CA 93921
(831) 620-2000

Attachment 5

April 9, 2020

Jim Moresco
GreenWaste Recovery
P.O. Box 1928
Marina, CA 93933

Re: Deferral of Cost-Based Rate Adjustment due to the COVID-19 Crises

Mr. Moresco,

Most importantly, sir, I hope that you and your family and staff are well and safe in light of this horrid COVID-19 pandemic. As you are well aware, we are living in unprecedented times with a widespread disaster affecting communities and businesses throughout the country and the world. We are aware that the cost-based rate adjustment that was initially requested by the City of Marina in January 2019, and which triggered a rigorous, region-wide cost-based rate adjustment process, is nearing completion. The analysis phase alone extended over a year.

We are also aware that a workshop was being discussed with our City Council in May to review the results of the rate adjustment and determine options for service modifications to best suit the needs of the City of Carmel-by-the-Sea and the rate payers.

Due to the unprecedented and evolving nature of the crisis we are currently facing, my City is entirely focused on responding to COVID-19 issues to protect the community and employees. Our City Council will not be in any position to hear or decide on options for the cost-based rate adjustment until the shelter-in-place order has been lifted and normal operations return.

At this time, we anticipate that this crisis will likely remain in effect for at least a few months; thus, we are pushing workshop date until July 2020. I certainly hope that you support this decision. Prior to that, we propose to meet with you and HF&H to review the rate adjustment application, options for adjusted levels of service and billing, and prepare a coordinated presentation of these options at a City Council workshop allowing our community to weigh in on needed levels of service for their trash collection. Ms. Agnes Martelet, the City's Environmental Compliance Manager and Council Member Carrie Theis will also attend this meeting.

Should the shelter-in-place order extend beyond July 2020, I hope you will respect the potential for another meeting and workshop rate-adjustment extension. Rate-adjustment extensions beyond July 1 of each year are expressly permitted per Exhibit E of the Franchise Agreement between the City of Carmel-by-the-Sea and GreenWaste Recovery.

We greatly appreciate GreenWaste's partnership and understanding in these unusual times, and we look forward to resuming this important work with you when this crisis abates. Please contact Agnes Martelet at (831) 869-5212 if you have any questions.

Take good care,

A handwritten signature in black ink, appearing to read "Chip Rerig". The signature is fluid and cursive, with a large initial "C" and "R".

for Chip Rerig
City Administrator

cc: Mayor Potter and Members of the City Council
Dave Hilton, HF&H
Tim Flanagan, Monterey Peninsula Waste Management District
Robert Harary, P.E., Public Works Director
Agnes Martelet, Environmental Compliance Manager



May 7, 2020

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

Subject: Cost-Based and Annual Rate Adjustments and Provision of Services Beginning July 1, 2020

Dear Mr. Rerig,

We are in receipt of your letter dated April 9, 2020 and agree we are in unprecedented times. Our partnership with the City of Carmel-by-the-Sea is incredibly important to us – so too is our ability to provide uninterrupted services. We understand your concerns with regard to the collective workload of the City responding to COVID-19 issues to protect the community and City employees as well as the steep budget cuts facing the City. We sincerely hope you can similarly appreciate the challenges we face as well; we are entirely reliant on ratepayer revenue in order to provide services under the Franchise Agreement.

GreenWaste is an Essential Business providing Essential Services to protect the human health and safety of your community. Most of our employees do not have the luxury of working from home and they are out on the front lines touching every container of waste generated in the City. We have been incredibly vigilant outfitting our employees in proper Personal Protective Equipment, maintaining social distancing, and in many cases exceeding both required and recommended protocols to ensure their safety. Our fixed costs have not decreased, and our variable costs will only temporarily decrease as a result of reduced tonnages, a savings that will actually be offset by the tip fee increases at the Monterey Regional Waste Management District (MRWMD) and the new charges for processing recyclable materials. The net result is that our costs have and will continue to increase, while our revenues will drastically decline and remain suppressed until the economy fully recovers.

When we first received your letter, we remained hopeful that we could find a creative solution and sought out data to assess how and to what extent we could minimize the impact to ratepayers while still sustaining our operation. At that time, we had only been under Shelter-in-Place for approximately two (2) weeks and did not yet know the full extent of the potential impact. Pulling billing data in April did not reveal the full extent of the impact as the commercial sector is billed in arrears and the residential sector is billed quarterly in advance. Instead, we sought to dive deep into week over week tonnage data that is the proverbial “canary in the coal mine.” Using the 12-month period ending December 31, 2019, weighted for the revenue-generating aspect by material type, we predict the result of COVID-19 will be on the order of a 27% drop in revenue as follows:

Description	Total Revenue by Line of Business	Actual 12- Month Rate Revenue	Projected % Change	Anticipated Revenue Loss	Projected Revenue Post COVID-19
Residential	44.04%	\$ 944,208	-11.72%	\$ (110,661)	\$ 833,546
Commercial	39.69%	\$ 850,962	-42.84%	\$(364,552)	\$ 486,410
Debris Box	3.27%	\$ 70,101	-35.76%	\$ (25,068)	\$ 45,033
Franchise Fee	13.00%	\$ 278,718	-26.82%	\$ (74,755)	\$ 203,963
Totals	100.00%	\$ 2,143,988	-26.82%	\$ (575,036)	\$ 1,568,952

**The City could consider utilizing the Franchise Fee to minimize the impact of the rate increase.*

This loss in revenue to GreenWaste as a result of COVID-19 will be further compounded by the following: 1) the Cost-Based Rate Adjustment (CBRA) performed by HFH Consultants revealed the City has been receiving what amounts to a 33.67% subsidy that will disappear on July 1, 2020, and 2) GreenWaste is also due our Multi-Index Rate Adjustment (MIRA) July 1, 2020. The 33.67% subsidy is comprised of two (2) components:

- a) Ratepayers in neighboring jurisdictions have been unknowingly subsidizing 21.36% of the costs to provide services to City residents and businesses, and
- b) GreenWaste has also provided a subsidy of 12.31% in the form of additional services that were beyond the scope of the Franchise Agreement without a means to recover these costs.

During 2019 alone, the City of Carmel-by-the-Sea received a total subsidy of \$704,186 comprised of \$446,727 from neighboring jurisdictions and \$257,459 from GreenWaste.

The MIRA will be an additional 6.67% on top of the CBRA and includes:

- a) the prescribed cost-of-living adjustments that use prescribed indices that are applied to differing components of the rates (e.g. labor, fuel and other expenses), and
- b) pass-through expenses that include a five percent (5%) increase in tip fees at the MRWMD and a new charge for processing recyclable materials, and
- c) one-time adjustments that include unanticipated charges from the MRWMD for residue in the recyclable materials delivered for processing and the costs of a one-time mailer to message customers about the rate increase.

The 6.67% MIRA adjustment includes approximately 2.51% to GreenWaste, approximately 4% to the MRWMD as a pass-through, and 0.16% as a one-time cost of the mailer.

The April 9, 2020 letter from the City explained the City's desire for community engagement was the primary explanation for the City's request to postpone the rate adjustment. We do understand the City's desire to engage the public in its decisions, which is something that sets the City apart from neighboring jurisdictions. However, the action that must be taken to approve rates is simply the City receiving the report from HFH Consultants, the third-party hired by the City to perform the extensive examination analysis, and for the City Council to approve the new rates, as follows:

July 1, 2020 Rate Adjustment - Not Subject to Council Discretion

20.97%	Base Service Cost-Based Rate Adjustment performed by HFH
0.39%	GreenWaste Retains Curbside Supplemental Program Funds per the Franchise Agreement
21.36%	Base Service CBRA (Includes Reduction in GreenWaste-subsidized Services)
6.67%	July 1, 2020 MIRA
29.46%	July 1, 2020 <u>Non-Discretionary</u> Rate Adjustment (CBRA and MIRA)

There is only one (1) aspect of the CBRA analysis that is subject to Council direction, whether GreenWaste continues to provide the additional services and service accommodations that GreenWaste has been providing without the inclusion of those costs in the rates. These additional/accommodated services include:

- ✓ Additional reporting to and on behalf of the City and the MRWMD to the State of California beyond that which is required in the Franchise Agreement, and
- ✓ Collection of City cans (and provision of associated services including wiping cans, emptying ashtrays and filling doggy bags) twice daily for the remaining two (2) days per week not covered by the Superintendent, and

- ✓ Collection of recycling cans along the beaches seven (7) days per week, and
- ✓ Collection in an extremely narrow window of time for commercial collection (approximately 8:00am – 10:00am) for all materials to:
 - Allow drivers to stay in the truck while helpers dismount the truck and retrieve carts such that we can minimize the duration where our collection vehicles are blocking traffic, including other delivery vehicles, and preventing vehicles from parking/unparking, truck traffic, and
 - Allow businesses to set out carts the morning of collection rather than the night before, with prompt collection thereafter with the goal of preserving limited parking and improving the aesthetics of the downtown area (and minimizing the duration food waste containers are visible), and
 - Allow us to accommodate the requests of hotels that prefer we not be in the area early as to minimize disruption to overnight guests.

Additional July 1, 2020 Rate Adjustment - Subject to Council Discretion

0.91%	Value of 0.9FTE Provided to City w/o Cost-Recovery (<i>Compliance Reporting</i>)
11.79%	Value of 1.75 FTEs Provided to City w/o Cost-Recovery (<i>Additional/Accommodated Services</i>)
12.70%	CBRA (No Reduction in GreenWaste-provided Additional/Accommodated Services)
6.00% - 8.00%	July 1, 2020 MIRA (<i>TBD by HFH</i>)
19.47% - 21.72%	July 1, 2020 Discretionary Rate Adjustment (CBRA and MIRA)

In order to provide these services, GreenWaste added two (2) FTEs beyond what was budgeted. This is the only way we could provide these additional City can and beach can recycling services and provide accommodated service the downtown area in a tight timeframe per the request of the City and the business community. If this component of the rate adjustment is not approved, then GreenWaste will have no choice but to discontinue these services beginning July 1, 2020.

Finally, would also like to clarify that contrary to what was suggested in your letter that “*rate-adjustment extensions beyond July 1 of each year are expressly permitted per Exhibit E of the Franchise Agreement,*” Exhibit E to the Franchise Agreement expressly states:

The Agency’s City Council **shall make a good faith effort to approve Rates by June 1 of each year**, and such Rates shall be effective on each subsequent July 1. If Rates are not effective by July 1 due to a delay caused solely by Agency, Agency shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by Agency.

In the event the City *did* in fact make a good faith effort and rates were not approved in June (to become effective July 1, 2020), GreenWaste would then retroactively bill for the difference on the next invoice once rates were approved, which would result in an even more substantial negative impact to the residents and businesses and is definitely not advisable.

Recommendation: Deferral of the non-discretionary portion of the CBRA and MIRA rate increase will have significant and lasting implications on GreenWaste’s ability to continue to perform the services under the Franchise Agreement. At a minimum, GreenWaste strongly urges the City to approve the non-discretionary portion of the CBRA and MIRA for a total rate increase of 29.46% beginning July 1, 2020 (final numbers to be provided to the City by HFH Consultants). If the City decides to defer the decision on whether to approve the discretionary portion of the CBRA and MIRA that amounts to an additional 19.47% - 21.72% (final numbers to be provided by HFH Consultants), then GreenWaste will be unable to continue to provide the additional and accommodated services to the commercial sector described above until such time that additional funds are provided to continue these services

We understand and appreciate the timing of this rate adjustment could not be more inopportune. When the impacts of COVID-19 began to unfold, we anticipatorily began looking at ways to minimize the impacts of prescriptive rate adjustments and explore deferrals to ease the burden to the ratepayers throughout all the jurisdictions we serve. However, with the loss of the subsidy from your neighboring jurisdictions that must be made up by the ratepayers, combined with the significant costs for us to provide additional and accommodated services without cost recovery and the anticipated revenue losses resulting from the Shelter-in-Place orders, we are unfortunately not in a position to be able to defer such an adjustment without severely impacting our ability to perform.

Despite the challenges we have faced with the Shelter-in-Place orders, we are delighted that we have been able to safely provide all the services under the Franchise Agreement (e.g. bulky item pick-ups and collection of extra materials) that have been discontinued by so many other haulers. As the ratepayers in the City of Carmel-by-the-Sea are faced with the upcoming July 1, 2020 rate increases, we are hopeful that we can message the increase appropriately such that they can find some relief knowing they have enjoyed artificially low rates for the services provided over the past five (5) years.

We hope the City and your ratepayers have been pleased with our services to date and will continue to enjoy us as your service provider for at least the next decade.

In partnership,

A handwritten signature in blue ink, appearing to read "Tracy M. Adams", is written over a faint, larger signature that appears to read "Tracy M. Adams".

Tracy Adams
Co-CEO

Cc: Mayor Potter and Members of the City Council
Dave Hilton, HF&H
Tim Flanagan, Monterey Peninsula Waste Management District
Robert Harary, P.E., Public Works Director
Agnes Martelet, Environmental Compliance Manager

CARMEL-BY-THE-SEA
Declining Tonnages following Shelter-in-Place Orders

MSW	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Single-Family	14.78	13.05	-11.72%
MFD	0.61	0.50	-18.03%
Commercial	12.78	8.89	-30.47%
Total	28.17	22.44	-20.36%

RECYCLES	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Single-Family	13.90	10.85	-21.97%
MFD	0.38	0.25	-34.92%
Commercial	10.40	5.54	-46.73%
Total	24.69	16.64	-32.61%

YARD TRIMMINGS	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Single-Family	27.61	31.46	13.96%
MFD	0.14	0.15	6.80%
Commercial	0.36	0.40	11.31%
Total	28.11	32.02	13.89%

FOOD WASTE	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Commercial	7.04	1.80	-74.40%
Total	7.04	1.80	-74.40%

C&D	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Debris Box	4.53	2.91	-35.76%
Total	4.53	2.91	-35.76%

TOTALS	Weekly Average (Mar. 1 - Mar. 20)	Weekly Average (Mar. 22 - Apr. 25)	Pre- v. Post-SIP
Single-Family	56.29	55.35	-1.66%
MFD	1.14	0.90	-20.61%
Commercial	30.59	16.64	-45.62%
Debris Box	4.53	2.91	-35.76%
Total	92.55	75.81	-18.09%



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

June 2, 2020
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Chief of Police & Director, Public Safety
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2020-036, authorizing the City Administrator to give notice of termination of the existing Agreement for fire services with the City of Monterey and pursue a new agreement for fire services through a competitive bidding process

RECOMMENDATION:

Adopt Resolution 2020-036, authorizing the City Administrator to give notice of termination of the existing Agreement for fire services with the City of Monterey and pursue a new agreement for fire services through a competitive bidding process.

BACKGROUND/SUMMARY:

On November 16, 2011 an Agreement was entered into between the City of Carmel-by-the-Sea and the City of Monterey for fire services. The services provided in the agreement with The City of Monterey are identified in Article IV section 4.1 Scope of Services:

Monterey shall provide Fire Services within the jurisdictional area of Carmel as more specifically described in Section 4.2 of this Article. In providing such services, Monterey shall administer the provisions of the Carmel Fire Code and other Carmel rules, regulations, policies and procedures as applicable to this Agreement.

The initial term of services is identified in Article II, Section 2.1:

The initial Term of the provision of services under this Agreement shall be from 7:45 a.m. on January 1, 2012 through 7:44 a.m. on June 30, 2016.

The Agreement has an automatic renewal, identified in Article II, Term of Agreement Section 2.2;

Upon the conclusion of the initial Term and of each Term thereafter, this Agreement shall be automatically extended for additional five (5) year Terms unless either Party gives the other Party written notice of its intent to allow this Agreement to lapse pursuant to the provisions of Section 2.3 of this Agreement.

The Agreement automatically renewed in June 30, 2016 and will automatically renew again on June 30, 2021.

It is the intent of the City Administrator to re-evaluate the services identified in the current Agreement with the City of Monterey and to begin the competitive bidding process for a new agreement for the purpose of providing fire protection services in Carmel-by-the-Sea.

The current Agreement requires the City to provide the City of Monterey with a notice of termination in the form of a resolution as outlined under Article II, Section 2.4;

Notwithstanding Section 2.1, Section 2.2, or Section 2.3 of this Agreement, either Party may terminate the Agreement by providing (12) months' written notification to the other Party, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution of the respective City Council, and shall be delivered to the other Party's City manager or City Administrator pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

The attached Resolution would allow the City to terminate the current Agreement with Monterey Fire on June 30, 2021 and during the intervening 12-months develop a new agreement through a competitive bidding process for fire services for the City of Carmel-by-the-Sea.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Resolution 2011-65 adopted November 1, 2011: A Resolution of the City Council of the City of Carmel-by-the-Sea approving a contract with the City of Monterey for fire services.

ATTACHMENTS:

Attachment #1 - Resolution 2020-036 fire services

Attachment #2 - Resolution 2011-65 City of Monterey Fire Contract

Attachment #3 - Agreement for Fire Services

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

RESOLUTION NO. 2020-036

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT NOTICE OF TERMINATION OF THE
EXISTING AGREEMENT FOR FIRE SERVICES WITH THE CITY OF MONTEREY AND PURSUE
A NEW AGREEMENT FOR SERVICES THROUGH A COMPETITIVE BIDDING PROCESS**

WHEREAS, On January 1, 2011, the City of Carmel-by-the-Sea entered into an Agreement for fire services with the City of Monterey; and

WHEREAS, the current Agreement renews every five (5) years; and

WHEREAS, the current Agreement last renewed on June 30, 2016 and is set to renew on June 30, 2021; and

WHEREAS, the terms of the Agreement require a twelve (12) month notice to the City of Monterey should the City request termination of the current Agreement ; and

WHEREAS, the City Administrator is recommending the City submit a notice of termination of the existing Agreement with the City of Monterey to pursue a new agreement through a competitive bidding process; and

WHEREAS, the new agreement would replace the existing Agreement with no lapse in service to the City of Carmel-by-the-Sea in providing fire protection services.

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

Authorize the City Administrator to submit a notice of termination of the existing Agreement for fire services with the City of Monterey and pursue a new contract for services through a competitive bidding process.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION 2011-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA APPROVING A CONTRACT WITH
THE CITY OF MONTEREY FOR FIRE SERVICES

WHEREAS, since December 2008, the City of Carmel-by-the-Sea has had an Agreement with the City of Monterey to provide Interim Fire Administration and Emergency Incident Management Services; and

WHEREAS, in accordance with Carmel Municipal Code Chapter 2.20, the City Council of Carmel-by-the-Sea has determined the most effective method of providing fire services is through a shared services model; and

WHEREAS, the City of Carmel-by-the-Sea desires to expand the scope of its current Fire Services Agreement with Monterey to include full fire protection and related emergency services within its jurisdiction; and

WHEREAS, this agreement is entered into pursuant to Government Code § 54981 and § 55632.

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

1. Authorize the City Administrator to execute a contract with the City of Monterey to include full fire protection and related emergency services within its jurisdiction.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this first day of November, 2011 by the following roll call vote:

AYES:	COUNCIL MEMBERS:	BURNETT; HAZDOVAC; SHARP; TALMAGE & McCLOUD
-------	------------------	--

NOES:	COUNCIL MEMBERS:	NONE
-------	------------------	------

ABSENT:	COUNCIL MEMBERS:	NONE
---------	------------------	------

SIGNED:


SUE McCLOUD, MAYOR

ATTEST:


Heidi Burch, City Clerk

AGREEMENT TO PROVIDE FIRE SERVICES BETWEEN THE CITIES OF MONTEREY AND CARMEL-BY-THE-SEA

THIS AGREEMENT, made and executed on November 16, 2011 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as "Monterey", and the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "Carmel" (collectively referred to as "the Parties"), shall commence upon expiration of the existing Agreement to Provide Interim Fire Administration and Emergency Incident Management Services between the Cities of Monterey and Carmel-by-the-Sea dated December 3, 2008 and all amendments thereto, which is currently set to expire at 7:45 A.M. on January 1, 2012, and provides as follows:

RECITALS

WHEREAS, the City Council of Carmel has determined that the most effective method of providing the fire services set forth in Chapter 2.20 of the Carmel Municipal Code is through a shared services model; and

WHEREAS, Carmel desires to expand the scope of its current Fire Services Agreement with Monterey to include full fire protection and related emergency services within its jurisdiction; and

WHEREAS, it is the desire of the Parties to address, by this Agreement, all matters which are related to the services to be provided to Carmel by Monterey; and

WHEREAS, this Agreement is entered into pursuant to Government Code § 54981 and § 55632.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

ARTICLE I DEFINITIONS

1.1. **Capital Improvements.** "Capital Improvements" means and refers to structural repairs and similar improvements which are the type of improvements which would be added to the tax "basis" if the property were owned by a non-governmental entity.

1.2. **Chief Fire Officer.** "Chief Fire Officer" means and refers to employees of the Monterey Fire Department with permanent appointment in the classification of Division Chief, Assistant Fire Chief, or Fire Chief.

1.3. **Code 3.** "Code 3" means and refers to the emergency response of a fire apparatus utilizing all warning equipment as authorized in Section 25252 et seq. of the California Vehicle Code.

1.4. **Fire Chief.** "Fire Chief" means and refers to the City of Monterey Fire Chief.

1.5. **Fire Services.** "Fire Services" means and refers to those services described in Article IV hereof.

1.6. **Fiscal Year.** "Fiscal Year" means and refers to the annual period commencing on July 1 and ending the following June 30.

1.7. **Term.** "Term" means and refers to any period of time during which Monterey is obligated to provide services pursuant to this Agreement.

ARTICLE II TERM OF AGREEMENT

2.1. **Initial Term.** The initial Term of the provision of services under this Agreement shall be from 7:45 a.m. on January 1, 2012 through 7:44 a.m. on June 30, 2016.

2.2. **Automatic Renewal of Agreement for Five Year Terms.** Upon the conclusion of the initial Term and of each Term thereafter, this Agreement shall be automatically extended for additional five (5) year Terms unless either Party gives the other Party written notice of its intent to allow this Agreement to lapse pursuant to the provisions of Section 2.3 of this Agreement.

2.3. **Written Notification of Intent to Allow Agreement to Lapse.** If either Party does not wish for this Agreement to be automatically extended for an additional Term pursuant to Section 2.2 of this Agreement, that Party shall give the other Party written notice of its intent to allow the Agreement to lapse no later than the June 30 immediately preceding the end of that Term of the Agreement. Written notification of intent to allow the Agreement to lapse shall be in the form of a Resolution of the respective Party's City Council, and shall be delivered to the other Party's City Manager or City Administrator pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

2.4. **Termination.** Notwithstanding Section 2.1, Section 2.2, or Section 2.3 of this Agreement, either Party may terminate this Agreement by providing twelve (12) months' written notification to the other Party, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution of the respective City Council, and shall be delivered to the other Party's City Manager or City Administrator pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

2.5. **Termination for Material Breach.** Notwithstanding Sections 2.1 through 2.4 of this Agreement, this Agreement may be terminated for material breach pursuant to the procedures set forth in Section 6.1(e) and Section 6.2(e) of this Agreement.

ARTICLE III FACILITIES AND EQUIPMENT

3.1. **Title.** Carmel shall retain title to all existing real property, buildings, equipment and apparatus owned by Carmel and described in Exhibit A and Exhibit B of this Agreement.

3.2. **Use of Real Property, Equipment and Apparatus.** For the duration of this Agreement, Carmel shall lease to Monterey all real property, buildings, equipment and apparatus described in Exhibit A to enable Monterey to provide services to Carmel pursuant to this Agreement as well as to provide local mutual and automatic mutual aid, statewide master mutual aid and assistance by hire pursuant to the California Fire Assistance Agreement. Carmel further authorizes Monterey to utilize any apparatus described in Exhibit A outside the geographic boundaries of Carmel whenever deemed operationally necessary by the Fire Chief or his or her designee. This Agreement shall serve as the lease instrument without additional consideration.

(a). Upon termination of this Agreement pursuant to Section 2.3 or Section 2.4, Monterey shall deliver to Carmel the real property, buildings, equipment and apparatus described in Exhibit A of this Agreement, reasonable wear and tear excepted.

3.3. **Maintenance and Replacement.** Carmel shall bear all costs to maintain, repair, and/or replace the real property, buildings, equipment and apparatus described in Exhibit A and Exhibit B, and may create such reserves for depreciation as may be necessary and prudent for replacement of equipment and apparatus; provided, however, that should an insurable event result in irreparable damage to any such real property, buildings, equipment and apparatus, Carmel shall only bear the portion of the replacement cost that exceeds the amount of any payment for said irreparable damage received under the insurance coverage described in Section 8.3 of this Agreement. Carmel fire services budget shall contain line item descriptions for maintenance and replacement of such items.

3.4. **Repair.** In the event that any real property, building, equipment and apparatus described in Exhibit A and used or operated by Monterey for the provision of Fire Services pursuant to this Agreement is damaged, Carmel shall bear the costs of repairing such real property, building, equipment and apparatus; provided, however, that should an insurable event result in damage to any such real property, buildings, equipment and apparatus, Carmel shall only bear the portion of the repair cost that exceeds the amount of any payment for damage received under the insurance coverage described in Section 8.3 of this Agreement.

3.5. **Vehicles and Equipment Not Used to Provide Services.** The vehicles and equipment owned by Carmel and described in Exhibit B of this Agreement shall not be used by Monterey to provide services pursuant to this Agreement, except that Carmel authorizes Monterey to operate or use any vehicle and/or equipment described in Exhibit B as deemed operationally necessary by the Fire Chief or his/her authorized designee.

ARTICLE IV DUTIES OF MONTEREY UNDER THIS AGREEMENT

4.1. **Scope of Services.** Monterey shall provide Fire Services within the jurisdictional area of Carmel as more specifically described in Section 4.2 of this Article. In providing such services, Monterey shall administer the provisions of the Carmel Fire Code and other Carmel rules, regulations, policies and procedures as applicable to this Agreement.

(a) Throughout the Term of this Agreement and at least annually or more frequently as requested by either Party, Monterey agrees to meet and consult with Carmel relative to service levels,

fees for services, operational policies and/or procedures, and/or any other issue or concern relative to Monterey's implementation of the provisions of this Agreement. Monterey further agrees to meet and discuss Monterey labor relations issues relating to this Agreement to the extent permitted by law.

(b) Throughout the Term of this Agreement, Monterey agrees to receive and consider any input from the Carmel City Administrator relative to the performance of the Fire Chief as it pertains specifically to the provision of services pursuant to this Agreement, including the Fire Chief's responsiveness to the Carmel City Administrator and community on fire services-related issues or concerns.

(c) Throughout the Term of this Agreement, Monterey agrees to solicit and consider input from the Carmel City Administrator relative to the selection process for future Fire Chief(s). Such input shall include the opportunity to review and provide comment on the Fire Chief Job Description, Fire Chief recruitment announcement, and participation on an interview panel to provide input on candidates.

4.2 Description of Fire Services to be provided by Monterey. Monterey's duties to provide Fire Services under this Agreement shall be as follows:

(a) Fire Department Administration. Monterey shall provide the following administrative and support services necessary to maintain Fire Services within Carmel:

(i) Fire Services program planning and administration consistent with the terms and conditions of this Agreement.

(ii) Development and administration of the annual Carmel fire services budget.

(iii) Coordination and administration of Carmel Fire Services sub-department-level programs as authorized and funded within the Carmel fire services budget, as that budget may be modified from year to year.

(iv) Delivery and documentation of all federal and state-mandated firefighter training as well as provision of supplemental training as authorized and funded within the Carmel fire services budget, as that budget may be modified from year to year.

(v) Provision of a Chief Fire Officer or qualified acting Chief Fire Officer, or if no Chief Fire Officer is available, a Company Officer or qualified acting Company Officer, to assist with emergency and disaster management within the Carmel Emergency Operations Center as requested by the Carmel City Administrator or his or her designee.

(vi) Coordination of procurement of all operational supplies, services, and equipment as necessary to provide the Fire Services outlined in this Agreement as funded within the Carmel fire services budget, as that budget may be modified from year to year. Any procurement made pursuant to this section shall be made with Carmel funds and shall conform with Carmel procurement policies and procedures.

(vii) Operational integration and coordination of Carmel fire ambulance services with other fire services provided by Monterey to Carmel pursuant to this Agreement, to include fire

and EMS training, and as also described in the separate Agreement to Provide Interim Ambulance Administration Services between the Cities of Monterey and Carmel.

(viii) Fire Chief's or designated Chief Fire Officer representative's prompt response to requests by the Carmel City Administrator, attendance at Carmel Council meetings, executive management meetings, community events, or other meetings or forums as requested by the Carmel City Administrator.

(ix) Notification to the Carmel City Administrator or designee as soon as practical of any significant emergency event or other event as defined by the Carmel City Administrator;

(x) Maintenance of sufficient, segregated records relating to provision of Fire Services to Carmel, including but not limited to, response time data for all incident responses as described in Section 4.2(c) of this Agreement. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response or other incident responses. Such records may be maintained in Monterey, and will be provided to Carmel upon request or termination of this Agreement for any reason as described in Sections 2.4 or 2.5 of this Agreement.

(b) Fire Prevention Services.

(i) Review of all development and building plans submitted to Carmel to ensure compliance with applicable fire and life safety codes and regulations, as well as inspection of all new fire protection and fire alarm systems for compliance with applicable codes and standards, and inspection of previously installed fixed fire protection and alarm systems as recommended by applicable National Fire Protection Association (NFPA) Standards. Carmel shall collect and retain any fees collected for issuance of building permits.

(ii) Annual fire safety inspections of all state-mandated occupancies within Carmel.

(iii) Issuance of operational permits and associated inspection of applicable businesses within the City of Carmel as required in Appendix Chapter 1, Section 105.6 of the 2007 California Fire Code and as that Section may be amended in the future. Carmel shall collect and retain any fees for said operational permits and inspections.

(iv) Fire safety inspection of at least 20 percent of non-mandated or permitted business occupancies within Carmel annually.

(v) Monterey retains the right, and intends to utilize private contractor(s) and/or subject matter experts to provide development and plan review, fire protection system plan review and inspection, and/or fire safety inspection(s) within Carmel as deemed necessary by the Fire Chief or his/her authorized representative and in consultation with Carmel. Carmel shall collect and retain any fees for such fire prevention services provided within Carmel by such a contractor at the Fire Chief's direction.

(vi) Investigation of all fires to establish origin and cause as well as coordination with the Carmel Police Department on any criminal prosecution resulting from such investigations.

(c) Incident Response within the Incorporated Geographic Boundaries of Carmel.

(i) General Service Criteria. The following criteria shall apply to all services identified in Section 4.2(c)(ii)-(vii):

(A) Response Area. Monterey shall provide services identified in Sections 4.2(c)(ii)-(vii) below to all areas within the incorporated geographic boundaries of Carmel.

(B) Chief Officer Coverage. Monterey shall provide a qualified Chief Fire Officer, or acting Chief Fire Officer, to be immediately available for response and management of emergency incidents as necessary to provide incident command and coordination functions within the jurisdictional boundaries of Carmel, including the authority to commit expenditure of Carmel funds to mitigate an emergency incident consistent with the ordinances, policies and procedures of Carmel.

In the event that this service is not immediately available because the on-duty Monterey Duty Chief Officer is otherwise committed to another emergency incident, an administrative Chief Officer or off-duty Operations Chief Officer shall be recalled and assigned to provide operational Duty Chief Officer coverage as soon as possible.

(C) Fire Station Staffing.

(1) Monterey shall assign three (3) personnel, meeting minimum federal and state-mandated training requirements for their respective classifications and responsibilities, to the Carmel fire station to provide Fire Services pursuant to this Agreement each and every day of the Term of this Agreement. Said staffing shall include one (1) Captain or qualified Acting Captain, one (1) Engineer or qualified Acting Engineer, and one (1) Firefighter.

(2) Additional qualified fire personnel may be assigned to the Carmel station as determined by the Fire Chief or designee to provide supplemental Fire Services or staffing for special events, anticipated weather events, or other situations within the Carmel Fire Services budget as that budget may be modified from year to year, and within operational capacity.

(D) Response Time and Reporting. Monterey recognizes and acknowledges Carmel's historic fire response performance averaging less than three (3) minutes for the first arriving apparatus from time of notification by the dispatch center. This historic performance also exceeds National Fire Protection Association (NFPA) recommended response performance standard of 5 minutes or less, 90% of the time for paid career fire departments. Because the daily minimum staffing of the Carmel fire station will not change as outlined in Section 4.2(c)(i)(C), this Agreement enables Carmel to maintain its historic emergency (Code 3) response times to incidents within Carmel, as well as conformance with nationally recognized emergency incident response time performance standard of five (5) minutes or less from time of receipt of alarm, 90% of the time.

Monterey will further provide a monthly response summary report to Carmel by the 15th day of the following month that reflects the average response time for all incidents occurring within Carmel during the previous month as well as the percentage of total responses meeting the national recommended response standard of 5 minutes or less within Carmel for the previous month. Response times for specific incidents occurring within Carmel will be available upon request.

(E) Dispatch Service. Carmel shall be responsible for providing emergency dispatch and communications services compatible with Monterey fire communications systems and equipment so that Monterey is able to perform the services under this Agreement. Such emergency dispatch and communications services may be provided by an independent third-party provider as mutually agreeable to the Parties.

(F) Carmel Fire Station Staffing Continuity. Monterey will assure that all current Carmel employees will be assigned to the Carmel fire station for a period of not less than one (1) year upon commencement of this Agreement before they are eligible to bid for assignment to another fire station. During this one-year period, Monterey shall train all fire safety personnel to the unique response characteristics (i.e., no street address) of Carmel.

(ii) Fire Suppression. Monterey will provide fire resource response to all reported fires, suspected fires, and fire alarm activations within Carmel.

(iii) Emergency Medical Response. Monterey will provide fire resource response to all medical emergencies within Carmel in conformance with the Monterey County Emergency Medical Services Agency policies and protocols, and as an integrated and coordinated service with the Carmel fire ambulance.

(iv) Rescue Services. Monterey will provide fire resource response to any report of a trapped person, including persons unable to self-extricate from water. Said rescue services shall only be provided within the scope of training and qualifications of fire response personnel, Monterey Fire Department policies and/or Standard Operating Guidelines, and available rescue equipment.

(v) Hazardous Materials Response. Monterey will provide fire resource response to any reported hazardous substance spill or release.

(vi) Other Requests for Service. Monterey will provide fire resource response to any other emergency or non-emergency request for service as received and dispatched by the Monterey County Department of Emergency Communications.

(vii) Emergency Operations Center Support. In the event the Carmel Emergency Operations Center is activated pursuant to the Carmel Emergency Operations Plan, Monterey will, to the extent possible, provide fire department support to the Carmel Emergency Operations Center (EOC). In the event of a multi-jurisdictional emergency or disaster, coordination of fire resources may be performed from the Monterey Emergency Operations Center.

(d) Statewide Mutual Aid and Assistance by Hire. Monterey may respond to requests for mutual aid or assistance-by-hire by other agencies within the State of California pursuant to the California Statewide Master Mutual Aid Agreement or the California Fire Assistance Agreement, as approved by the Fire Chief or his or her authorized designee. Monterey shall credit or reimburse Carmel for any reimbursement(s) received by Monterey relating to use of personnel assigned to the Carmel station and/or Carmel-owned apparatus described in Exhibit A for provision of mutual aid or assistance-by-hire, except for any operating or incidental costs paid by Monterey.

(i) This Agreement further enhances existing and future mutual aid and automatic mutual Agreements between Monterey, Carmel, and other Monterey Peninsula fire agencies by

providing consolidated fire administrative and management services, operational continuity, better allocation and utilization of existing resources, and enhanced depth of resources for both Cities. Combining the fire services of both Cities provides operational economies of scale and administrative efficiencies that lead to stronger, more effective fire services.

(e) Miscellaneous.

(i) Weed Abatement. Monterey will inspect properties within Carmel for compliance with the provisions of Title 8 of the Carmel Municipal Code relating to Weed Abatement, and as that Title may be amended in the future. Monterey will further inspect residential and open-space parcels to the extent permitted by law and recommend to the City Administrator appropriate modification/abatement of vegetative fuels within Carmel to provide improved defensible space relative to wildland fire. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to weed abatement or vegetative fuels removal or modification shall be referred to the Carmel City Attorney for enforcement.

(ii) Fireworks. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code relating to Fireworks, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to fireworks shall be referred to the Carmel City Attorney for enforcement.

(iii) Community Outreach and Education. Consistent with operational capacity and the Carmel fire services budget as that budget may be modified from year to year, Monterey shall coordinate the planning and development of fire prevention and safety education programs for schools, businesses, community associations, child-care providers and other members of the community. Fire prevention and life safety programs will be tailored to educate Carmel residents and business community in order to help preserve life and property.

(iv) False Fire Alarms. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code, relating to recovery of costs associated with responses to false fire alarms, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to false fire alarms shall be referred to the Carmel City Attorney for enforcement.

(v) Hazardous Materials Releases. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code relating to recovery of costs associated with responses to releases of hazardous materials, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to the recovery of costs associated with the City's response to a hazardous substance release or spill shall be referred to the Carmel City Attorney for enforcement.

(vi) Fire Hydrant Testing. Monterey shall continue to provide annual functional testing of all public fire hydrants within Carmel, and annual flow testing of not less than 10% of the public fire hydrants within Carmel as authorized by the water system owner and the Monterey Peninsula Water Management District. Monterey will continue to seek relief from regulatory fire hydrant flow testing constraints to permit flow testing of fire hydrants not less frequently than every five years.

(vii) Compliance with Cal/OSHA Regulations. Monterey shall ensure compliance with California Division of Occupational Safety and Health (Cal/OSHA) regulations relative to activities performed within environments requiring respiratory protective equipment, such as interior

firefighting operations (commonly referred to as "2-in/2-out"). Under normal circumstances, it is anticipated that on-duty Carmel Fire Ambulance personnel will provide the additional staffing necessary to permit immediate interior firefighting operations within Carmel.

4.3. Inspection of Carmel-Owned Property and Notification of Necessary Maintenance and Repairs. Monterey agrees to regularly inspect all real property, buildings, equipment and apparatus described in Exhibit A to ensure they meet the appropriate and applicable fire services standards.

(a) In the event that any real property, buildings, equipment or apparatus described in Exhibit A requires routine maintenance or is in a condition that presents an immediate or imminent threat to employees or public health or safety, Monterey agrees to notify Carmel immediately of the existence of such conditions.

(i) Monterey shall not use any equipment and apparatus requiring maintenance or repair in the provision of Fire Services pursuant to this Agreement until such time as Carmel has satisfactorily performed the necessary maintenance or repairs.

(ii) Monterey shall ensure that access to any real property or buildings described in Exhibit A, which is in a condition that presents an immediate or imminent threat to employee or public health or safety, is restricted so as to minimize the threat posed to employee or public health or safety until said condition is remedied.

(iii) In the event that a condition gives rise to an immediate or imminent threat to public or employee health or safety, the Parties agree that the Fire Chief, or his or her designee, shall have the authority to take any actions necessary to preserve public or employee health or safety. Such action may include prohibiting the occupancy or use of anything described in Exhibit A until the conditions giving rise to the threat are remedied.

(iv) In the event that Monterey notifies Carmel of a condition requiring the maintenance, repair, or replacement of any real property, buildings, equipment, or apparatus described in Exhibit A of this Agreement, Carmel shall reserve the right to have such need for maintenance, repair, or replacement validated by an independent third party of its choice, at no cost to Monterey, within a reasonable time period as mutually agreeable to the Parties.

(b) Monterey shall inspect any maintenance and repairs performed pursuant to Section 5.2 of this Agreement to ensure that such maintenance and repairs have occurred and that the real property, buildings, equipment and apparatus so maintained or repaired meet the appropriate and applicable fire services standards.

(c) In the event that any Capital Improvements authorized in the Carmel fire services budget are performed on Carmel-owned real property or buildings described in Exhibit A, Carmel shall coordinate the performance of such Capital Improvements with Monterey.

(d) In the event that Carmel determines, pursuant to Section 5.2(b) of this Agreement, that maintenance or repair of any Carmel-owned apparatus or equipment described in Exhibit A will not be sufficient to ensure that said apparatus or equipment meets applicable fire service standards, or in the event of planned apparatus or equipment replacement, Carmel shall coordinate the procurement of any

such apparatus or equipment with Monterey as authorized in the Carmel fire services budget as that budget may be modified from year to year.

4.4. **Budget Projections and Accounting of Actual Expenses.** Monterey shall provide Carmel with the budget projections and detailed accounts of actual expenses as further described in Article VI of this Agreement.

ARTICLE V DUTIES OF CARMEL UNDER THIS AGREEMENT

5.1. **Payment for Fire Services.** Carmel shall compensate Monterey for the provision of Fire Services as further described in Article VI of this Agreement.

5.2. **Maintenance and Repair of Equipment.** Carmel agrees to maintain at its own cost all real property, buildings, equipment and apparatus, as described in Exhibit A to this Agreement, in a safe, habitable, and serviceable condition at all times.

(a) Upon notification by Monterey, Carmel shall, as soon as possible thereafter, perform such routine maintenance or repairs necessary to ensure that any real property, buildings, equipment and/or apparatus remain in a safe, habitable, and serviceable condition.

(b) In the event that it is not possible to repair any buildings, equipment and apparatus sufficient to ensure that they are in a safe, habitable, and serviceable condition, Carmel shall replace the equipment or apparatus in question.

(c) In the event that Carmel fails to respond in a timely manner to notification pursuant to this section, Monterey may undertake the necessary maintenance, repair or replacement. Carmel agrees to reimburse Monterey for any costs it so incurs, including applicable administrative expenses, associated with any such maintenance, repair, or replacement.

(d) In the event that Carmel contracts or otherwise hires a third-party contractor to perform any necessary maintenance, repair or replacement pursuant to this Article V, Carmel shall require any such third-party contractor to have general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Both Carmel and Monterey shall be named as additional insureds via endorsement on any such coverage.

ARTICLE VI FEES FOR SERVICES

6.1. **Fees for Services.** Carmel agrees to compensate Monterey for all services provided pursuant to the terms and conditions of this Agreement.

(a) The period from January 1, 2012 through June 30, 2012 shall be the Initial Period. For the Initial Period, Monterey shall provide Carmel with an Initial Period budget projection describing the total anticipated costs of providing Fire Services during the Initial Period. The Initial Period budget

projection shall be in the form of, and shall use the same methodology as, the budget projection model contained in Exhibit C. Monterey shall provide Carmel with the Initial Period budget projection no later than November 16, 2011.

(b) No later than March 15, 2012, and no later than March 15 each year thereafter, Monterey agrees to provide Carmel with a Fiscal Year budget projection describing the total anticipated costs of providing Fire Services for the next Fiscal Year. Such Fiscal Year budget projections shall be in the same form of, and shall use the same methodology as, the budget projection model contained in Exhibit C.

(c) Beginning on July 15 of every Fiscal Year, and on the first day of each month of the Fiscal Year thereafter, Carmel agrees to remit to Monterey one twelfth (1/12) of the Fiscal Year budget projection. Notwithstanding the foregoing, in the first fiscal year that Fire Services are provided pursuant to this Agreement, the initial payment shall be due on the 15th day of the first month that Monterey provides Fire Services to Carmel, and the amount of the payments will be prorated based on the budget projection for the partial year and the number of whole and partial months that service is provided to Carmel during the first Fiscal Year.

(d) In the event that Carmel fails to pay the entire amount described in section 6.1(c) within thirty (30) days of the due date, interest shall accrue to the unpaid balance at an annual equivalent rate equal to the Prior Year Penalty Factor, determined from the date the payment was originally due. The Prior Year Penalty Factor shall be the interest rate earned on Monterey's entire investment portfolio for the preceding Fiscal Year plus two percent (2%). For example, if the rate of return on Monterey's entire investment portfolio for the preceding Fiscal Year was four percent (4%) the Prior Year Penalty Factor will be six percent (6%).

(e) Failure by Carmel to pay the amount(s) due pursuant to Section 6.1(c) plus the interest due pursuant to Section 6.1(d) within three (3) months of the due date shall constitute a material breach of this Agreement. Notwithstanding Article II of this Agreement, in the event of such material breach, Monterey shall have the right to terminate this Agreement upon the provision to Carmel of three (3) months written notice of said termination, and the Term of this Agreement or any extension thereof shall be shortened accordingly. The termination shall not be effective if Carmel pays Monterey all amounts due within thirty (30) days of such notice. Termination of this Agreement pursuant to this section shall not be construed to limit the right of Monterey to obtain, by any means available at law, any monies due to it from Carmel pursuant to this Agreement.

6.2. Accounting. No later than November 1 of each year, including the Initial Period of this Agreement as defined in Section 6.1(a), Monterey shall provide Carmel with a detailed account of the actual costs incurred by Monterey to provide Fire Services pursuant to this Agreement for the preceding Fiscal Year. Said account shall also include the Service Year Factor, which shall be the interest rate earned on Monterey's entire investment portfolio for the Fiscal Year in which Monterey's actual costs were incurred.

(a) If the actual costs are greater than the Fiscal Year budget projection, Carmel shall, no later than ninety (90) calendar days after receipt of the detailed account of actual costs, remit to Monterey the difference between the Fiscal Year budget projection and the actual cost, plus interest on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Monterey. In the alternative, Carmel may elect to defer

payment of the difference or any portion thereof pursuant to the provisions of subsection 6.2(c) of this Agreement.

(b) If the actual costs are less than the Fiscal Year budget projection, Monterey shall, no later than ninety (90) calendar days after providing Carmel with the detailed account of actual costs, remit to Carmel the difference between the Fiscal Year budget projection and the actual cost, plus interest on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Carmel. In the alternative, Monterey may elect to defer payment of the difference or any portion thereof pursuant to the provisions of subsection 6.2(c) of this Agreement.

(c) Any Party owing an outstanding amount to the other Party pursuant to section 6.2(a) or section 6.2(b) of this Agreement may elect to pay the outstanding amount on July 15 at the beginning of the next Fiscal Year, at which time the indebted Party shall pay the amount outstanding plus an amount equal to the amount outstanding multiplied by the Service Year Factor. For example: if the amount outstanding is ten thousand dollars (\$10,000), and the Service Year Factor is five percent (5%), then the amount owed shall be ten thousand five hundred dollars (\$10,500). Any indebted Party so electing to make the outstanding payment on July 15 at the beginning of the next Fiscal Year shall deliver written notice to the other Party informing it of its intent no later than the ninetieth (90th) day after receipt of the detailed account of actual costs.

(d) If the total payment described in section 6.2(c) of this Agreement is not made by the end of that July, any amount outstanding shall accrue interest at an annual equivalent rate equal to the Service Year Factor plus two percent (2%), calculated from the July 15th due date.

(e) Failure by any indebted Party that has not given notice of its intent to postpone payment of the outstanding amount pursuant to Section 6.2(c) to pay any amount owed pursuant to either Section 6.2(a) or 6.2(b) within ninety (90) days after receipt of the detailed account of actual costs shall constitute a material breach of this Agreement. In the event that an indebted Party has given notice of its intent to postpone payment of the outstanding amount pursuant to Section 6.2(c), failure to make the payment owed pursuant to either Section 6.2(a) or 6.2(b), plus the interest calculated thereon pursuant to the provisions of Section 6.2(d), within ninety (90) days of the due date, shall constitute a material breach of this Agreement. Notwithstanding Article II of this Agreement, in the event of such material breach, the non-breaching Party shall have the right to terminate this Agreement upon the provision to the breaching Party of ninety (90) days' notice of said termination, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Termination of this Agreement pursuant to this section shall not be construed to limit the right of the non-breaching Party to obtain, by any means available at law, the amount still owed by the breaching Party.

(f) At any time during the Term of this Agreement, the formulas, approaches, and percentages described in Article 6 and in Exhibit C of this Agreement may be modified upon the mutual written Agreement of the City Manager of Monterey and the City Administrator of Carmel.

(g) In the event that Monterey enters into a new Agreement to provide fire services to an additional jurisdiction, or terminates an existing contract for the provision of fire services to another jurisdiction, the City Manager of Monterey and the City Administrator of Carmel shall review the percentages in Exhibit C.

6.3. **Transferred Leave Bank.** Carmel shall calculate the value of any unused and unpaid leave time accrued by the Carmel employees hired by Monterey pursuant to Article VII of this Agreement and transferred to Monterey at the time Monterey hires the employees. The value of such leave time shall be calculated at the hourly rates Carmel would pay the employees on January 1, 2012 if they used the leave time while still employed by Carmel. The total value of the transferred leave times for said employees hired by Monterey shall be the Leave Balance. During the Term of this Agreement, the value of the Leave Balance shall be reduced by the amount Carmel pays Monterey each year to compensate Monterey for direct expenses attributable to annual leave payoffs and termination leave payoffs, as those terms are used in Exhibit C of this Agreement. Upon termination of this Agreement, Carmel shall pay to Monterey the outstanding value of the Leave Balance, if any.

ARTICLE VII PERSONNEL

7.1. **Offers of Employment to Carmel Employees.** Not later than December 1, 2011, Monterey shall make conditional offers of employment to all persons employed full-time by Carmel as "safety" employees in its Fire Department ("Current Employees").

7.2. **Class A Pre-Employment Medical Examination.** During the period November 16, 2011 through December 15, 2011, Monterey will schedule, and all Current Employees receiving conditional offers of employment shall submit to, a "Class A" pre-employment medical examination by a physician retained by Monterey as provided by the forms attached hereto as Exhibit D. Monterey shall be responsible for the costs associated with the Class A pre-employment medical examination.

7.3. **Employment Commencing January 1, 2012.** Current Employees who, based on the Class A pre-employment medical examination, do not require accommodation to perform the essential functions of the applicable classification, and who have executed a "Waiver and Consent to Transfer" Carmel files to Monterey in the form attached as Exhibit E shall receive a final offer of employment on or before December 16, 2011, to commence employment at 12:00 Midnight on January 1, 2012. The final offer of employment for "safety" positions will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F.

7.4 **Employment Commencing on or before February 1, 2012.** If, based on the Class A pre-employment medical examination, it is uncertain whether a Current Employee with a "disability" as defined under the Americans with Disabilities Act (42 U.S.C. section 12111 et seq.) and/or the Fair Employment and Housing Act (California Government Code section 12000 et seq.) can perform the essential functions of the applicable classification with or without an accommodation, Monterey and such Current Employee will, between November 16, 2011 and January 31, 2012 take the actions required by the Americans with Disabilities Act and the Fair Employment and Housing Act to determine whether:

(a) A reasonable accommodation exists that would allow the Current Employee to perform the essential functions of the applicable classification; and

(b) Such reasonable accommodation would not constitute an undue hardship to Monterey or the Monterey Fire Department; and

(c) The Current Employee, even with a reasonable accommodation, could perform the essential functions of the applicable classification in a manner that would not pose a direct threat to the health or safety of the Current Employee or others.

Any such Current Employee shall be required to provide consent to provide medical information and engage in an interactive process with Monterey to the extent necessary for Monterey to determine the answers to these three questions. If the answers to 7.4(a), 7.4(b) and 7.4(c) are all "yes," and the Current Employee has executed a "Waiver and Consent to Transfer" in the form attached as Exhibit E, such person shall receive a final offer of employment from Monterey to commence on or before February 1, 2012 at 7:45 a.m., which will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F.

7.5 Persons Not Receiving Offer to Commence Employment on or Before February 1, 2012. Current Employees for whom the answer to 7.4(a) or 7.4(b) or 7.4(c) is "no" shall not receive a final offer of employment from Monterey.

7.6 Employment Commencing on or before July 1, 2012. A Current Employee who does not receive an offer of employment to commence on January 1, 2012, whether such person has a "disability" or not, may receive an offer of employment to commence on or before July 1, 2012 at 7:45 a.m. However, this offer shall be conditioned on the Current Employee having (a) been determined by a physician retained by Monterey within the 30 days preceding the commencement date, which commencement date shall be no later than 7:45 a.m. on July 1, 2012, to be able to perform the essential job functions of the applicable classification without any accommodation(s) or, if found to have a "disability" (as defined above), to be able to perform the essential job functions of the applicable classification with accommodation, and without posing a threat to the health or safety of himself/herself or to others; and (b) executed a "Waiver and Consent to Transfer" in the form attached as Exhibit E. If any such Current Employee with a "disability" requires accommodation, the process described in Section 7.4 shall apply, provided it shall not extend the commencement date beyond July 1, 2012. Such offer of employment will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F. The additional examination required under this paragraph shall be a "Class A" examination as provided by the forms attached hereto as Exhibit D, all costs of which shall be paid for by the Current Employee.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

8.1 Mutual Indemnification.

(a) Each Party shall indemnify, defend and hold harmless the other Party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

(b) Each Party shall protect, defend, indemnify and hold harmless the other Party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other Party as a result of or in connection with any actual or alleged breach of this Agreement by either Party.

(c) Monterey shall be solely responsible for all third-party liability, including third-party property damage, caused by the negligence or wrongful acts of Monterey officers, officials, and employees resulting from Monterey's operation of Carmel vehicles and equipment, or resulting from maintenance performed by Monterey pursuant to Section 5.2(c) of this Agreement.

(d) Except for any duties either Party owes to the other pursuant to the provisions of this Agreement, nothing in this Agreement shall be construed to waive any legal protections or immunities available to the Parties under state or federal law.

(e) Accordingly, the Parties hereby expressly agree to waive the pro rata risk allocation contained in California Government Code Section 895.6.

8.2 Mutual Indemnification Obligations Survive Termination. As to activities occurring or being carried out in performance of this Agreement and during the Term of this Agreement, the obligations created by Section 8.1 shall survive termination of this Agreement.

8.3 Public Liability and Property Insurance.

(a) Each Party shall maintain in effect, at its own cost and expense, throughout the Term of this Agreement and any extensions thereof, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(ii) Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) If a Party employs others in the performance of this Agreement, that Party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

(iv) All risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property. In any event, Carmel shall maintain property insurance coverage for all the real property, buildings, equipment and apparatus described in Exhibit A.

(b) All insurance required by this Agreement shall:

(i) Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current

A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

(c) Prior to January 1, 2012, each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

8.4 Workers' Compensation Insurance.

(a) It is the intent of the Parties that each Party assumes its respective and proportionate liability for workers' compensation benefits as to existing and future injuries based on substantial medical evidence fairly and openly obtained, not engage in conduct that is designed to improperly transfer liability for workers' compensation benefits as between Monterey and Carmel, and to reduce unnecessary litigation regarding the apportionment of liability as between Monterey and Carmel whenever possible.

(b) The Parties recognize that the California Labor Code imposes certain limitations on the parties to a workers' compensation claim with respect to conducting discovery, including obtaining medical records, scheduling medical evaluations, and taking testimony by deposition. The Parties hereby agree to communicate with each other as to the need for the scope of such discovery and whenever possible, seek to reach an agreement regarding such discovery in order to fully protect their respective interests and reduce unnecessary litigation.

(c) Carmel currently has nine full-time Fire Department "safety" employees ("Current Employees") who may become Monterey Fire Department employees effective January 1, 2012 pursuant to Article VII of this Agreement. Monterey acknowledges that Carmel may have open workers' compensation claims for one or more of its Current Employees for which Carmel has accepted liability and is providing benefits. Carmel acknowledges the concern of Monterey that Carmel may offer to settle these claims by Compromise and Release, thereby releasing Carmel from any and all liability for further benefits and potentially shifting liability for further benefits to Monterey. The Parties agree that any Compromise and Release settlement after December 31, 2011, concerning any employee of Carmel affected by this Agreement will be governed by the terms and provisions of this Section.

(d) To address this concern, the Parties hereby agree that Carmel will not settle by Compromise and Release any existing claims for workers' compensation benefits unless five years from the date of injury has expired and the liability of Carmel for Labor Code §4850 temporary disability and permanent disability benefits is adjudicated, final and binding on Carmel and the employee. The Parties further agree that if Carmel and/or the employee desire to settle an existing future medical award once the five years have expired, Carmel will notify Monterey of the proposed settlement and provide the evidentiary basis for the settlement. Should a claim be filed by the employee against Monterey for the same body part, Carmel agrees that the issue of contribution for future medical exposure between Monterey and Carmel is not closed by the Order Approving Compromise and Release. In those cases where no prior Award exists between Carmel and the employee, Carmel warrants it will use best efforts to establish a level of permanent disability based upon the medical evidence in existence at the time of settlement. The Parties contemplate the possibility that additional money would be paid by Carmel to Monterey over and above the

consideration paid to the applicant in the Compromise and Release to compensate Monterey for potential future payments on behalf of the employee. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey. The Parties shall follow the following procedure to resolve any contribution issue for workers' compensation benefits. It is the intent of this Section to provide fair apportionment of liability between the two cities so that there is no improper transfer of liability for workers' compensation benefits by Carmel to Monterey with a Compromise and Release:

(i) If Carmel settled its claim based on an Agreed Medical Evaluator ("AME") or Panel Qualified Medical Evaluator ("PQME") report and the same body parts are involved, Monterey and Carmel agree to return to the same AME or PQME and will seek agreement with employee's attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(ii) If the AME or PQME is not available due to death, retirement or no longer doing workers' compensation evaluations, Monterey and Carmel will seek agreement with employee's attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a QME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new PQME is required, Monterey and Carmel will notify the other party as to the PQME selected and the information being provided to the Qualified Medical Evaluator ("QME"), with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(v) If either or both Monterey or Carmel reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.

(e) If a Carmel Fire Department employee ("Current Employee") with an existing claim sustains a new injury with Monterey that involves the same body part and medical treatment is required, Monterey and Carmel will seek to reach agreement apportioning liability for medical treatment as between Monterey and Carmel based on existing medical reports obtained by both Monterey and Carmel so that Monterey and Carmel continue to pay only their proportionate share of medical treatment. Any settlement with the employee shall include this agreement and both Carmel and Monterey will be a signatory to the settlement. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey.

(f) Both Monterey and Carmel recognize that the Labor Code's limitations on medical evaluations may impact the ability of Monterey and Carmel to pursue a mutually agreed upon procedure for resolving apportionment of liability issues if an employee with an existing claim against Carmel files a new specific or cumulative injury claim against Monterey, a cumulative claim that overlaps Monterey and Carmel employment, or a new claim against Monterey and a Petition to Reopen the Carmel claim. Nevertheless,

Monterey and Carmel agree to pursue the following procedure to resolve the claims and fairly apportion liability as between Monterey and Carmel:

- (i) If Carmel settles its claim based on an AME or PQME report and the same body parts are involved, Monterey and Carmel agree to return to the same AME or PQME and will seek agreement with employee's attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.
- (ii) If the AME or PQME is not available due to death, retirement or no longer doing workers' compensation evaluations, Monterey and Carmel will seek agreement with employee's attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.
- (iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a QME. The cost of the evaluation shall be borne by Carmel and Monterey equally.
- (iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new QME Panel is required, Monterey and Carmel will notify the other party as to the PQME selected and the information being provided the QME, with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.
- (v) If either or both Monterey or Carmel reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.
- (g) Monterey and Carmel acknowledge that delay in the provision of benefits, irrespective of the reason, may subject the party causing the delay to the imposition of penalties in accordance with Labor Code. Monterey and Carmel agree that liability for such penalties shall be the sole obligation of the party causing the delay. There is no joint and several liability as between Monterey and Carmel for such penalties.
- (h) Monterey and Carmel agree to waive the statutory time frame for filing a request for contribution and/or reimbursement. A formal Petition for Contribution/Reimbursement need not be filed in order to pursue contribution/reimbursement as between the Parties. If the Parties cannot reach an agreement as to contribution/reimbursement, the issue will be submitted to an arbitrator in accordance with the procedures set forth in the Labor Code.
- (i) Monterey and Carmel cannot foresee every issue or contingency that may arise in the course of a workers' compensation claim and that this Section may be deemed inadequate or legally insufficient to resolve every future issue. However, it is the intent of Monterey and Carmel to resolve the issues that do arise within the framework of this Section whenever possible and where not possible, within the spirit of this Section. The Parties agree to meet and confer to resolve differences. If that fails to resolve the dispute, the Parties agree to submit to arbitration on contract interpretation following the practices and procedures of the American Arbitration Association.

(j) The Parties understand that existing claims with Carmel may require the payment of temporary total disability/Labor Code §4850 to the claimant. Nothing in this agreement extinguishes the ongoing liability of Carmel for payment of those benefits. If any existing claim involves lost time, Carmel will continue to pay the temporary total disability/Labor Code §4850 consistent with the provisions of the Labor Code. Unless a new injury results during Monterey employment, Carmel will continue to have the temporary total disability/Labor Code §4850 responsibility on those existing claims.

8.5 Immunity Preservation. Nothing in this Agreement shall be read as waiving or limiting any defense to claims of liability otherwise available to fire personnel, and/or public employees, such as the defense of qualified immunity. Nothing in this Agreement shall be read as intending to create or creating a higher duty of care on the part of either Carmel or Monterey, or their officers, than would otherwise exist under existing law and the involved Party's own policies, practices, and procedures.

ARTICLE IX MISCELLANEOUS

9.1 Amendments to Agreement. No part of this Agreement shall be altered or amended without written Agreement of the signatory Parties, except that the following sections of the Agreement may be amended by mutual written Agreement of the City Manager of Monterey and the City Administrator of Carmel:

(a) Section 4.2 – Duties of Monterey under this Agreement unless such amendment results in a substantive change in scope of services;

(b) Sections 6.1 and 6.2 relative to methodology used to establish fees for services and accounting procedures.

(c) Section 9.4 - Exhibits attached to and incorporated into this Agreement.

9.2 Assignment. The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

9.3 Dispute Resolution. The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, Monterey and Carmel agree to meet and confer in good faith over any issue not expressly described herein to the end that Carmel will obtain the best Fire Services possible under the most favorable economic terms and that Monterey will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within 30 calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual Agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717.

9.4 **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

Exhibit A: Carmel Facilities and Equipment Leased to Monterey. This Exhibit shall be updated at least annually to include any new real property, buildings, equipment and apparatus acquired since the previous version, and any real property, buildings, equipment, or apparatus no longer in service and used to provide services pursuant to this Agreement.

Exhibit B: Carmel Fire Ambulance Property Not Leased to Monterey. This Exhibit shall be updated at least annually to include any new property acquired since the previous version, and any property removed from service since the previous version.

Exhibit C: Budget Projection Model

Exhibit D: Class A Pre-Employment Medical Examination Requirements

Exhibit E: Waiver and Consent to Transfer

Exhibit F: Agreement between the City of Carmel, the City of Monterey, the Carmel Firefighters' Association and the Monterey Firefighters' Association

9.5 **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To Carmel: City Administrator
City Hall
Carmel-by-the-Sea, CA 93921

To Monterey: City Manager
Monterey City Hall
580 Pacific Street
Monterey, CA 93940

* * * * *

IN WITNESS WHEREOF, the Parties execute this Agreement hereto on the day and the year first written above.

APPROVED AS TO FORM:

By: _____
Donald Freeman, City Attorney, City of Carmel-by-the-Sea

By: 
Deborah Mall, City Attorney, City of Monterey

ADOPTED BY:

CITY OF CARMEL-BY-THE-SEA, A Municipal Corporation

By: _____ Date: 11/21/11
Jason Stilwell, City Administrator

CITY OF _____, A Municipal Corporation

By: _____ Date: 11/22/2011
Fre _____ Assistant City Manager

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

Location	Description	Condition
Carmel Fire Station	6th Street Between Mission & San Carlos Approx: Sq Ft. 6,600	Good
	Front Office/Reception	Good
	Copy/Supply Room	Good
	2 Offices	Good
	Work Bench	Good
	5 Bedrooms	Good
	Library/Sleeper Room	Good
	Kitchen	Good
	Day Room	Good
	Weight Room	Good
	Apparatus Bay	Good
	Utility Room/Compressor	Good
Engine 7112	2000 E-One Vin# 4EN3AAA8XY1001294 Lic. #1071522	Good
	1500 GPM Hale Single Stage QMAX 150-23 Pump	Good
	500 Gallon Water Tank	Good
	15 Gallon Class A Foam Tank	Good
	15 Gallon Class B Foam Tank	Good
	2 Wheel Chocks	Good
Cab	(2) ChimFex	Good
	Bullard Thermal Imaging Camera and Charger (1 Spare Battery)	Good
	(10) Road Flares	Good
	(4) Safety Vests	Good
	Stair Chair	Good
	Auto Pulse	Good
	(6) Electric Flares with Charging Case	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Axe with Scabbard	Good
	(3) Box Lights	Good
	18v Dewalt battery With Charger	Good
	(4) Intercom Headsets	Good
	(2) Handheld Stop Signs	Good
	Kodak Digital Camera with Charging Base	Good
	Map Books	Good
	(4) EMS Fanny Packs	Good
	Handheld Flashlight	Good
	Nextel Phone with Cradle and Charger	Good
	(2) 10lb. Dry Chem Extinguishers	Good
	Pick Head Axe	Good
	Gas Detector	Good
	Binoculars with Case	Good
	Garmin GPS	Good
	Hotstick Electrical Detector	Good
	Kestrel Weather Kit	Good
	Spotlight	Good
	(2) Radio Holders- Chest Mount	Good
	Knox Safe with Key	Good
Compartment #1	(2) 2 1/2" Fog Nozzle	Good
	2 1/2" Smooth Bore	Good
	100' - 5/8" Hose/Garden Hose Nozzle	Good
	1qt Motor Oil	Good
	"Hose Hook" Multi Tool	Good
	2 1/2" Strainer	Good
	Vaseline jar	Good
	Hand Whisp Broom	Good
	File	Good
	Allen Wrench	Good
	Black Marker	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Foam Nozzle Short/Long/"Bubble Cup"	Good
	15' 3" Supply Hose	Good
	Hose Roller	Good
	(1) Bag Light Sticks	Good
	Hydrant Wrench - Fixed & ratchet	Good
	Cellar Nozzle	Good
	5" - 2 1/2" Gated Wye	Good
	1 1/2" Gated Wye	Good
	2 1/2" - 1 1/2" Gated Wye	Good
	2 1/2" Gated Valve	Good
	1 1/2" Nozzle	Good
	4" - 5" Stortz	Good
	2 1/2" - 5" Stortz	Good
	(3) Wildland Tee's	Good
	(3) 1" Nozzles	Good
	SFFD Hydrant Spanner	Good
	1 1/2" - 1/2" Tip	Good
	(2) 5" Spanners	Good
	(3) 2 1/2" Spanners	Good
	Hose Clamp	Good
	1 1/2" Gate Nozzle	Good
	(2) Orange Straps	Good
	Carabiner with 11 Various Size Gaskets	Good
	2 1/2 inch - 5/8 inch Adapter	Good
	2 1/2" Male-Male	Good
	2 1/2" Cap	Good
	(2) 2 1/2" Female-Female	Good
	1 1/2" Female-Female	Good
	(2) 1 1/2" Male-Male	Good
	1 1/2" Cap	Good
	(6) 1 1/2 - 1" Reducer	Good
	(2) 1" - 5/8" Reducer	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(3) 2 1/2" - 1 1/2" Reducer	Good
Compartment #2	Tool Box	Good
	Lock Out Kit	Good
	Rescue Rope	Good
	Utility Rope	Good
	(2) Canteens	Good
	Wood Wedges	Good
	K - Tool	Good
	Bacharach Gas Analyzer	Good
	Small Water Key	Good
	A - Tool	Good
	Duck Bill Tool	Good
	(6) Water Sprinkler Stops	Good
	Hose Squeegee	Good
	Small Bolt Cutters	Good
	Large Bolt Cutters	Good
Compartment #3	Piercing Nozzle	Good
	Ram Fan	Good
	RIC Bag	Good
	(5) Traffic cones	Good
	Water Extinguisher	Good
	Bucket	Good
	Large Bolt Cutters	Good
	Small Bolt Cutters	Good
	Fire Line Tape	Good
	5 Gallon Bucket of Absorbent	Good
	Duck Tape	Good
	Caution Tape	Good
	Electrical Tape	Good
	(6) Pigtales	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Junction Box	Good
	Large Area Search Bag	Good
Compartment #4	Manifold	Good
	25' 5" Jumper	Good
	50' 5" Jumper	Good
	Hudson Sprayer	Good
	(2) 2 1/2" Hose Spanners	Good
	(2) Stortz Spanners	Good
Ladder Compartment	Backboard	Good
	24' Ladder	Good
	14' Ladder	Good
	Attic Ladder	Good
	6' Pike Pole	Good
	10' Pike Pole	Good
Compartment #5	(1) Set Irons	Good
	Straight Pry Bar	Good
	Trumpet Pry Bar	Good
	Trash Hook	Good
	Dry Wall hook	Good
	Glass-Master Tool	Good
	(3) Hall Runners	Good
	(3) Salvage Covers	Good
	Water Squeegee	Good
	Hurst Portable Power Plant	Good
	Hurst Combi-Tool	Good
	Hurst Ram	Good
	(2) Salvage Bags	Good
	(2) Visquean Rolls	Good
	25' Hydraulic Line	Good
	C - Spine Bag	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

Compartment #6	Husqvarna 55 Chain Saw	Good
	Stihl MS 460 Chain Saw	Good
	Dewalt 18v. Reciprocating Saw	Good
	1qt Chain Saw Bar Oil	Good
	1 Gallon Fuel Can	Good
	Chain Saw Chaps	Good
	Stihl Spark Plugs	Good
	(2) Chain Saw Multi-Tools	Good
	Small Screw Driver	Good
	3.2oz 2Cycle Oil	Good
	Box of AA Batteries	Good
	(5) Sawzall Blades	Good
	(3) 110R Blades	Good
	156 R Blade	Good
	(2) Portable 110v Lights	Good
	(3) Head Lamps	Good
	Bag of Trash Bags	Good
	Roll of Toilet Paper	Good
Compartment #7	(4) Life Jackets (Manual)	Good
	Burn Kit	Good
	OB Kit	Good
	Comfort Blanket (Child)	Good
	50' Water Rescue Rope	Good
	Triage Bag	Good
	Red AED Bag	Good
	Blue Airway Bag	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Orange Trauma Bag	Good
	"D" O2 Cylinder	Good
Hose Bed Storage	1200' 5" Hose	Good
	400' 2 1/2" Hose	Good
	(1) 2 1/2" x 200' Pre-Connect with 300 GPM Nozzle	Good
	(2) 1 1/2" x 200' Wildland Hose Packs with Nozzle & 1 1/2" x 1" Tee	Good
	(3) 1" x 100' Hose Roll	Good
	1 1/2" x 150' Hotel Pack with Nozzle & 2 1/2" x 1 1/2" Gated Wye	Good
	2 1/2" x 100' Hotel Pack	Good
	Wildland Fitting Bag	Good
	McCloud	Good
	Square Shovel	Good
	Spade	Good
	Portable Monitor with Smooth Bore Tips	Good
	Broom	Good
	Pulaski	Good
	Plastic Shovel	Good
	K.E.D.	Good
	(2) Wildland Backpack with Pumps	Good
	Set Air Splint	Good
	Hare Traction Splint	Good
Engine 7113	1988 Beck Vin# 11VVB864XKA000003 Lic.#E209232	Good
	Bell on bumper	Good
	Federal QZ Siren serial#2D26M88	Good
	Air Horn on roof	Good
	500 Gallon water tank	Good
	20 Gallon B foam tank	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Darley 1500 GPM single stage pump#75099	Good
	2 wheel chocks	Good
Cab	InTec Backup camera	Good
	Firecom intercom	Good
	(1) Kenwood Mobile	Good
	(2) Kenwood Portables	Good
	Federal Signal control+PA	Good
	RIC bag	Good
	(2) Streamlight light boxes	Good
	(1) Black Knight Pelican light	Good
	Carmel map book, Cypress map, Pre Plans, FOG	Good
	Supra Knox key holder and key	Good
	(2) Traffic Safety vests	Good
	(2) EMS fanny packs	Good
	(1) pair binoculars	Good
Cab Rear	(2) Interspiro SBCA's	Good
	(2) Kenwood Portables	Good
	(2) Streamlight light boxes and chargers	Good
	(2) Intercom Headsets	Good
	(2) Traffic Safety vests	Good
	(2) EMS fanny packs	Good
EMS Compartment	(1) Heartstart AED	Good
	(1) Water Jel Burn Kit	Good
	Burn Sheet	Good
	Suction	Good
	Stuffed Animals	Good
	Triage Kit	Good
	Med Bag	Good
	O2 ADJ Bag	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Auto Pulse Spares	Good
Pump Panel	Kenwood Mobile	Good
	Kenwood Speaker	Good
	2 1/2 male cap	Good
	2 1/2 to 1 1/2 reducer	Good
	1 1/2 cap	Good
	2 1/2 cap	Good
	Elkhart Piston intake Valve#086780	Good
Engineer's Compartment	4 NH to 5" Stortz	Good
	2 1/2 to 5" Stortz	Good
	(1) 2 1/2 double male	Good
	(2) 2 1/2 double female	Good
	(1) 1 1/2 double female	Good
	(1) 1 1/2 double male	Good
	(2) 2 1/2 to 1 1/2	Good
	(1) 1 1/2 to 1"	Good
	(1) 1 1/2 cap	Good
	(2) Allen wrenches	Good
	(1) Hydrant Ratchet	Good
	(1) Hydrant Wrench	Good
	(1) Rubber Mallet	Good
	(1) 4 1/2 NH to 5" Stortz	Good
	1 1/2 Woodster Brass Nozzle	Good
	(2) Forestry TEE's	Good
	(2) 2 1/2 Spanners	Good
	(2) 5" Spanners	Good
	(1) Elkhart 2 1/2 gate valve	Good
	(1) Turbo Jet 2 1/2 gate valve	Good
	(1) Flame Co. 1 1/2 Foam Nozzle 95 GPM	Good
	(1) Akron 2 1/2 play pipe	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(1) Hasbra 2 1/2 gate valve	Good
	(3) sections pencil line	Good
Top Left Compartment	18 volt Dewalt sawsall	Good
	18 volt battery and charger	Good
	(1) tool box	Good
	(1) Res. Water key	Good
	(3) Pigtail connectors	Good
	(1) 18" bolt cutter	Good
	(1) box ChimFex	Good
	(4) Road Flares	Good
	(1) Hay Hook	Good
	(1) Glass Master Saw	Good
	(3) rolls Fire Tape	Good
	(1) CO Detector	Good
	(1) Hose Roller	Good
	(1) Canteen	Good
	(6) Power Flares in case	Good
	Extra saw blades	Good
	(1) Ear Protection	Good
	(1) 2 1/2" x 1 1/2" WYE	Good
	(1) 25ft. Extension cord	Good
	(1) A-Tool	Good
Top Back Left # 3	(3) Intersipiro SCBA's	Good
Left Rear Lower	(1) Smoke Ejector	Good
	(1) Ferno Vac Splint	Good
	(1) 3" Jumper Hose	Good
	(1) Resque Disc	Good
	(2) Stop/Slow signs	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	1 Gal. Bleach	Good
On Top Left	D Handle Trash Hook	Good
	(1) Extension	Good
	(1) 6' Pike Pole	Good
	(1) 8' Pike Pole	Good
Back	(1) Water Extinguisher and Bracket	Good
	(4) 5" Spanner Wrenches and Brackets	Good
	(1) 2 1/2 Cap	Good
	(1) Pick Head Axe and Bracket	Good
	(1) Dry Chem Extinguisher and Bracket	Good
Left Rear Compartment	C-Spine	Good
	(2) Hare Traction Splints	Good
Right Rear Compartment	Backboard	Good
Rear Compartment	(1) 25' of 5" Hose	Good
	(1) 50' of 5" Hose	Good
	(2) 2 1/2 Spanners	Good
	(2) 5" Spanners	Good
	(1) Manifold with Reliet	Good
	(1) Herbert Clamp	Good
	(1) Hydrant Wrench	Good
	(9) Traffic Cones	Good
Right Rear Compartment	(2) Salvage Covers	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(2) Hall Runners	Good
	(1) Debris Bag	Good
	(1) Stair Chair	Good
Right Top Rear #7	(1) Pry Bar	Good
	(1) Set Irons	Good
	(1) Truck Belt with Axe	Good
	(1) McCloud	Good
	(1) Sweep Broom	Good
	(1) Long Bolt Cutter	Good
	(1) Squeegee	Good
	(1) Res Water Key	Good
	(1) Brush hook	Good
	(1) Square Shovel	Good
	(1) Hedge Shear	Good
Top Right Front #8	(1) Chain Saw Tool Kit	Good
	1 Gal. Gas Can	Good
	(2) Portable Halogen Scene Lights	Good
	(1) Stihl 044	Good
	(1) Qt. Bar Oil	Good
On Top Right Compartment	(1) 24' Extension Ladder	Good
	(1) 14' Roof Ladder	Good
	(1) 10' Attic Ladder	Good
Right Bottom Front #10	(1) Large Area Rope Bag	Good
	(1) Utility Rope	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(1) Rescue Rope with Pulley's, 8 Plate Webbing Ect.	Good
	(1) Rescue Disc	Good
Right Pump Panel	(1) Elkhart Piston Intake #087020	Good
	5" NH to 5" Stortz 30 Degree Elbow	Good
	5" Stortz Cap	Good
	2 1/2 to 1 1/2	Good
	(1) 2 1/2 Cap	Good
	(1) 2 1/2 Plug	Good
	(1) 1 1/2 Cap	Good
Compartment #11	(1) CO2 Extinguisher	Good
	(1) O2 Cylinder	Good
Top	(2) 1500 Watt Telelights	Good
	(1) 5000 Watt Honda Generator	Good
	(1) Base for Monitor	Good
	(1) Gas Can	Good
	(1) 5 Gal. Absorbent	Good
	(1) Galvanized Bucket	Good
	(2) Zoots Cord Reels	Good
	(1) Loo Portable Cord Reel	Good
	(1) Stacked Tips	Good
	(1) Elkhart 8297 Monitor	Good
Hose Bed Storage	Brass Bag	Good
	(2) Forestry Shovels	Good
	(3) Sections 1" Hose 100'	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(1) Halogen Light with Tripod	Good
	(1) Sweep Broom	Good
	(2) Wild Land Packs	Good
	(1) Hotel Pack with Gated Wye+Nozzle	Good
	(1) D Handle Scoop Shovel	Good
Command 7101	1998 Ford Expedition Vin #1FMPU18L6WLB15518 Lic. #1013640	Good
Cab (Front)	Carmel Valley Map Book	Good
	2008 ERG	Good
	Monterey Bay Thomas Map Book	Good
	Mobile/Portable Book	Good
	CA Thomas Map Book	Good
	(4) Power Flares	Good
	(1) Set City Keys	Good
	FOG Manual (Glove Box)	Good
	Vehicle Warranty (Glove Box)	Good
	Garmen Hand Held GPS (Glove Box)	Good
	Nextel I58 Cell phone	Good
Cab (Rear)	EMS Fanny Pack	Good
	Life Jacket	Good
	(2) Traffic Safety Vests	Good
	Burn Kit	Good
	(2) Wool Blankets	Good
	Suction Unit	Good
	Triage Kit	Good
	Ric Bag (CBS #4)	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Trauma Bag	Good
	Oxygen with NRM	Good
	Rope Drop Bag	Good
	Interspiro SCBA	Good
	Orange Box Light	Good
	Fire Shelter	Good
	Belt Weather Kit	Good
	(5) ICS Vests	Good
	Roll Caution Tape	Good
	(5) Fusee's	Good
	AM/FM Portable Radio	Good
	5lb Dry Chemical Extinguisher	Good
	Command Box with Assorted Forms, Utensils, ICS Situation Board	Good
	Slow/Stop Sign	Good
	Vehicle Tow Strap	Good
Utility 7191	2011 Ford F350 Vin IFD8W3B63BEA63387	Good
Cab (Driver Side)	Carmel City yard remote	Good
	Dial Lock with Knox Key	Good
Cab (Center Consol)	Carmel City Map	Good
	TirePressure Monitoring System Reset	Good
	Tire Deflators	Good
	Keys- 2008,2507,035	Good
	ERG	Good
	Field Operations Guide	Good
	Kenwood Radio Info	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

Cab (Passenger Side)	Kenwood Portable TK 5210 with Charger	Good
Cab (Glove Box)	Registration	Good
	Owners Manual	Good
	Spare Tire lock key	Good
	Wiring harness for hitch	Good
Compartment #1	ABC Fire Extinguser	Good
	Air Cylinder	Good
	Adjustable Wrench	Good
	Air Fill Hoses	Good
	Stokes Harness	Good
	Low Angle Pre Rig	Good
Compartment #2	Blackhawk Rescue Set	Good
	Rags	Good
Compartment #3	Sump Pump	Good
	Honda EX650 Generator	Good
	100' Power Cord Reel	Good
Compartment #4	4x2 Hose Straps	Good
	(2) Utility Straps	Good
	Webbing	Good
	(2) Fire Line Tape Rolls	Good
	Yellow Extension Cord	Good
	Adjustable Hydrant Wrench	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Tomahawk Gas Water Wrench	Good
	Spanner	Good
	10" Adjustable pipe wrench	Good
	35' Plastic Cord Reel	Good
Compartment #5	Gas Can	Good
	Chain with tow hook	Good
Compartment #6	Pick Headed Axe	Good
	(2) Squeegy	Good
	hook	Good
	Plastic Roll	Good
	Pry bar	Good
Compartment #7 (EMS)	Suction	Good
	Gloves	Good
	Triage Bag	Good
	(1) PFD	Good
	Hydrant Wrench	Good
	EMS Bag	Good
	Burn Kit	Good
	Tool Box	Good
Compartment #8	Stapler	Good
	Hitch Pin	Good
	Tow Strap	Good
	Battery Cables	Good
	(2) Squeegy Handles	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Plastic Roll	Good
	Pry Axe	Good
	Shovel	Good
BED	Hilift Jack	Good
	Stokes with Backboard	Good
Engine 7111	2010 Pierce VIN# 4P1CS01A19A009612	Good
CAB Engineer Side	Bay Door Opener	Good
	City Yard Opener	Good
	Laminated City Map	Good
	7111 Repair Record and Log	Good
	7111 Insurance and Registration	Good
	Water behind seat	Good
	Multi Gas Entry RAE	Good
	Streamlite LiteBox	Good
	Irons with K-Tool	Good
	Map Books in over head compartment	Good
CAB Captain Side		
	Traffic Safety vest	Good
	Black Knight Flash light	Good
	Spot Light	Good
	Nextel Phone	Good
	MDC with Mount	Good
	Hot Stick	Good
	8-20x50mm Binoculars	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Kestrel Weather Kit	Good
	GPSMap 76	Good
	Bullard Personal TIC with charger	Good
	Streamlite LiteBox	Good
	Road Flares with charger	Good
Cabinet	ResQ Disc	Good
	(4) PFD	Good
	50' Rescue Water Rope	Good
	(6) Power Flares in case	Good
	Pelican 9430 RALS Area Lighting	Good
	Danger Tape	Good
	Caution Tape	Good
	Power Bars	Good
Backboard Compartment	Backboard	Good
	Rubbage Hook	Good
	Broom	Good
	Foam Inductor	Good
Crosslay Bed	400' 1 3/4	Good
Compartment 1	2 1/2" by 1 1/2" gated Y (NS)	Good
	2 1/2" Strainer (NS)	Good
	2 1/2" combi nozzle Select-o-matic	Good
	1 1/2" combi nozzle bubble cup 20-60 gpm	Good
	LDH hose mover (yellow)	Good
	Wildland hose roller	Good
	1 1/2" foam nozzle short 80 gpm (flameco aspirvent)(NH)	Good
	1 1/2" foam nozzle long (flameco aspirvent)(NH)	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Air hose nozzle 90 psi max	Good
	1 1/2" by 1 1/2" gated Y	Good
	1" foam flow nozzle 10 gpm max (NH)	Good
	1 1/2" foam flow nozzle 35 gpm max (NH)	Good
	100' x 3/4" pencil line	Good
	1 1/2" wildland T's w/ 1" mop up (NPSH)(FSS COMP)	Good
	1" combi wildland nozzle	Good
	1 1/2" combi wildland nozzle	Good
	Waijax field clamp	Good
	3/4" combi brass nozzle	Good
	1 1/2" straight stream nozzles (NH)	Good
	1" straight stream nozzles (NPSH)	Good
	2 1/2" to 3/4" reducer (NH)	Good
	1 1/2" to 1 1/2" redhead extension (NH)	Good
	1 1/2" redhead double female (NH)	Good
	1 1/2" redhead double male (NH)	Good
	1 1/2" brass double male (NH)	Good
	1 1/2" to 1" redhead reducer (NH)	Good
	1" NPSH to 1" NH adapter	Good
	1" NPSH to 3/4" NH reducer	Good
	3/4" brass adapter	Good
Compartment 2	A-Tool with 5lb Sledge	Good
	36" Bolt cutters	Good
	Stop sign	Good
	Duck Bill tool	Good
	Milwaukee Receptrocating Saw	Good
	Trumpet Bar	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	10lb Sledge	Good
	Jumper Cables	Good
	Sprinkler Stops	Good
	Chimfex	Good
	Piercing nozzle	Good
	Vetter Lift Control Box	Good
	1 ton Bag	Good
	10 ton bag	Good
	27 ton bag	Good
	Air Hose	Good
	Hydrolic hose	Good
	Small Bolt Cutters	Good
	Large Bolt Cutter	Good
	Hose roller	Good
	Elevevator Key	Good
	Big Easy Lockout kit	Good
	Water Key	Good
Compartment 3	Water Can 2.5 gallon	Good
	ABC Extinguisher 20lbs	Good
	Sump Pump	Good
	Hudson Sprayer	Good
	Honda 5.5 GX 160 Ram Fan	Good
	5 Safety Cones	Good
	Pig Tails	Good
	Tool Box	Good
	Stihl MS 460 Chain saw	Good
	Stihl 0440 Chain saw	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Gas can	Good
	150' 1/2" Utility Rope	Good
	Chain saw chaps	Good
	Fire Tape	Good
	Water	Good
	Vacuum Splints	Good
	Edge protector	Good
Compartment 4	Manifold	Good
	25' 5" Jumper	Good
	50' 5" Jumper	Good
	(2) 2 1/2 Hose Spanner	Good
	(2) Stortz Spanner	Good
	200' electrical cord on reel	Good
Ladder Compartment	24' Ladder	Good
	14' Ladder	Good
	10' Attic Ladder	Good
	6' Pike	Good
	8' Pike	Good
	8' Pike	Good
Compartment 5	RIC Bag	Good
	200' 1/2" Large Area Search Bag	Good
	Portable Utility Lights	Good
	Debris Bag	Good
	Extension Cord	Good
	Junction Box	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Air Chisel Box	Good
	Salvage Covers	Good
	Hall Runner	Good
	Circular Saw with Blades	Good
	Fuel	Good
	Generator for Jaws	Good
	Glas Cutter	Good
	Small and Large Rams	Good
	Mechanical Ram	Good
	Combi Tool	Good
Compartment 6	SCBA with rope bag	Good
	TIC	Good
	Hand Lite	Good
Compartment 7	Auto Pulse	Good
	Stair Chair	Good
	Carry all	Good
	KED	Good
	BLS Bag	Good
	Suction	Good
	Auto Pulse Harness	Good
	MCI Kit	Good
	O2 Airway adjunct bag	Good
	C-Spine Kit	Good
	OB Kit	Good
	Burn Kit	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

TOP	Stack of Straight Stream Nozzels	Good
	Monitor Base	Good
	Drip Torch	Good
	Black Step Cribbing	Good
	RPM	Good
	200'x1/2" Rescue Rope	Good
	Belay Harness	Good
	(3) Rescue 42's	Good
	Rescue 42 utility bag	Good
	150' x 1/2" Utility Rope	Good
	Pulaski	Good
	Brush Hook	Good
	Shovel Spaid	Good
	Shovel Square	Good
	Forestry Shovel	Good
	Mcloed	Good
	100'x 3/4 pencil line	Good
	100'x1" Lateral line	Good
	Piss pump	Good
	200'x 1 1/2" ready rolls	Good
	Adapter Bag	Good
	Squeege	Good
	Broom	Good
	Shovel	Good
	150' x 2 1/2 Hotel Pack	Good
	200' x 1 3/4 Hotel Pack with gated Y	Good
	350' x 1 3/4 Multi Footage	Good
	1000' x 5" Supply	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	200' x 2 1/2" Attack	Good
	400' x 2 1/2 Supply with double female	Good
	10' x 2 1/2 suction	Good
Front Office/Reception	2 Arm Chairs	Good
	1 Two Door Cabinet	Good
	1 Paper Shredder- Fellowes	Good
	1 Five Drawer Front Desk	Good
	1Four Door Desk Hutch	Good
	2 Rolling Desk Chairs	Good
	1 Floor Safe- Sentry	Good
	2 Desktop Organizers	Good
	1 Monitor Riser	Good
	Canon Powershot A490	Good
	Regency Scanner	Good
	Motorola DeskTrac w/ Ext Mic	Good
	Motorola Base Radio	Good
	(2) Avaya Multiline Phone	Good
	HP Laser Jet CP 1025nw Color	Good
	HP Office Jet 6500A Plus	Good
	Optima Grip Electric Stapler	Good
	Large Clock	Good
	OPI UPS	Good
	APC Surge/UPS	Good
	Small White Board	Good
	Small Corkboard	Good
	At a Glance Planner	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Magazine Holder	Good
	1 Computer Monitor- Impression	Good
	1 Computer Tower- HP	Good
	1 Computer Keyboard and Mouse- HP	Good
	1 Multi-Function Laser Printer- Brother	Good
	Small Garbage Can	Good
	2 Stand Up Files	Good
	(3) Large City Maps	Good
	Dalmation Print	Good
	1 Wireless Router- Linksys	Good
	(2) Antique Fire Trucks	Good
	Wood Fire Truck	Good
	(3) Antique Brass Straight Stream Nozzles	Good
	Black Antique Fire Helmet	Good
	(1) Small Floor Safe- Sentury	Good
Copy/Supply Room	GBC paper cutter	Good
	(2) Cobra Chargers	Good
	(4) Cobra Blue Micro Talk	Good
	Pencil Sharpener	Good
	Corner Rounder cutter	Good
	(2) Motorola Nextel Phones	Good
	3 Hole Punch	Good
	2 Hole Punch	Good
	Stapler	Good
	Brother Label Maker	Good
	1 Four Drawer File Cabinet	Good
	1 Multi-Function Copier- Canon	Good
	1 Vacuum- Dyson DC07	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	1 Three Shelf Unit	Good
	1 Six Shelf Unit	Good
	1 Three Drawer File Cabinet	Good
	1 Two Door Cabinet	Good
	1 Laminator- IBICO	Good
	1 PSAP Printer- OKIDATA	Good
	(3) Shelving Units	Good
	(1) U Shaped Computer Desk	Good
	(3) Rolling Desk Chairs	Good
	(3) 4 Drawer File Cabinets	Good
Utility Room	Mop Bucket	Good
	(2) Mops	Good
	RAE System Calibration Kit	Good
	Interspiro Repair/Tool Box	Good
	(2) Cases Spare Interspiro SCBA Parts	Good
	Qualitative SCBA Fit Test Kit with Irritant Smoke	Good
	(3) Laerdal Portable Suction	Good
	Welch/Allyn Battery Charger with 3 Spare Batteries	Good
	Physio Control Battery Charger with 4 Spare Batteries	Good
	Auto Pulse Battery Charger with 1 Spare Battery	Good
	(2) Small Wood Ladders	Good
	(2) Large Push Brooms	Good
	(2) Wet Floor signs	Good
	(2) Small Blue Floor Brooms	Good
	Car Washing Mop	Good
	Dust Pan	Good
	Dust Broom	Good
	Window Squeegee	Good
	Hand Sweeper	Good
	(2) Plastic Garbage Cans	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Main Water Key	Good
	FireCom Cloth Headsets	Good
	(25) Towels	Good
	(2) Blow Dry/Heat Guns	Good
	(8) DC Smoke Detectors "New"	Good
	(1) Set of Wire Stripping Tools	Good
	(2) Long Handle Vehicle Washing Brushes	Good
	(2) Wet Mops	Good
	(2) Squeegee's	Good
	(5) Hard Brooms	Good
	(2) Push Brooms	Good
	(1) Set Vehicle Detailing/Cleaning Supplies	Good
	(3) A Frame Ladders 6',8',10'	Good
	125psi Shop Air Compressor	Good
Work Bench	Fuller Vise	Good
	Baldor/Grinder/Butter	Good
	64 Drawer Container Assorted Nuts & Bolts	Good
	44 Drawer Container Assorted Screws 7 Fittings	Good
	(10) Trays Assorted Nuts 7 Bolts	Good
	(35) Cans Carb Cleaner	Good
	(12) Cans Assorted Spray Lubricant	Good
	(9) Cans Assorted Spray Paint	Good
	Battery Charger (12/c Volt)	Good
	Sodering Gun and Tips	Good
	Nutcert Gun and Case	Good
	Assorted O-Ring Kit	Good
	Chain Saw Tool kit	Good
	Rivel Gun and Case	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Drip Torch	Good
	1/2 Gallon Fuel Can	Good
	(5) Funnels	Good
	Hanging Scale	Good
	Zofi Cord Reel	Good
	Propane Torch	Good
	Assorted Coolant, O2, ATF, Ect.	Good
	Electrical Connector Kit	Good
	Stihl 044 Chainsaw	Good
	1/2" Corded Drill	Good
	14.4v Cordless Dewalt Drill with 2 Batteries and Charger	Good
	(3) Double Jacket Hose Clamps	Good
	(2) Spanner Wrenches	Good
	Measuring Wheel	Good
	TFT Mid Force Nozzle	Good
	Difuser	Good
	(2) 4 PCT x 4 NHM	Good
	(2) 2.5" NH x 4 NHM	Good
	(2) 4.5" NH x 4 NHM	Good
	(2) Gated Wyes 2.5 x 1.5 1.5	Good
	(2) Forestry Tee's	Good
	1" Elkhart 100gpm Fog Nozzle	Good
	Dewalt 12v Charger	Good
	(3) Kenwood Portable Chargers	Good
	(4) 7" Tie Off Extensions	Good
	4" Diamond Blade	Good
	(2) Grease Guns	Good
	Chaulking Gun	Good
	(4) Monkey Wrenches	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(6) Hammers	Good
	(2) Rubber Mallets	Good
	24" Level	Good
	Combination Square	Good
	Hack Saw	Good
Tool Box	Staple Gun	Good
	(6) Screw Drivers	Good
	C-Clamp	Good
	Adjustable Wrench	Good
	(4) Cutting Wheels for TS 360	Good
	Drawer with Assorted Air Tools and Fittings	Good
	Drawer with Assorted Files, Chisels, and Punches	Good
	Drawer with Assorted Drill Bits and Taps	Good
	Drawer with Assorted Electrical Testing Equipment	Good
	Tool Box	Good
	1/4 + 3/8 Socket Set	Good
	(2) Tape Measures	Good
	(1) Bag Fire Extinguisher Labels and Ties	Good
	(1) Fire Extinguisher	Good
	Drawer of Assorted Socket Sets 1/4-1/2	Good
	(1) Set 10 Piece SAE Box Wrench	Good
	(5) Adjustable Wrenches	Good
	(2) Offset Box Wrenches	Good
	(1) Set Small Box Wrenches	Good
	(1) Set Metric Box Wrenches	Good
	Ratchet Box Wrenches	Good
	Drawer of Assorted Pliers, Cutters, and Wire Cutters	Good
	Drawer of Assorted Screw Drivers and Allen Wrenches	Good
	Drawer of Electrical Wire and Fittings	Good
	(3) Black Knight Flashlights	Good
	(2) Head Lamps	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(2) Oil Filter Wrenches	Good
	Tire Plug Kit	Good
	(1) Set Deep 3/8 Sockets	Good
	(4) Tie Down Straps	Good
	1/2 Ratchet	Good
	Offset 3/8 Drive Ratchet	Good
	Extension Magnet	Good
	Pry Bar	Good
	3/8 Socket Set	Good
	Box Wrench Set	Good
	in/lb Torque Wrench	Good
	ft/lb Torque Wrench	Good
	(2) Sections Air Hose	Good
	Creeper	Good
	Valve Stem Repair Kit	Good
	Engraver	Good
	1923 Magweto	Good
Weight Room	Kohler 50 Power Station	Good
	Bauer Unicus III Total System Compressor	Good
	6' Werner Ladder	Good
	8' Werner Ladder	Good
	10' Werner Ladder	Good
	Safe-T-Rack System	Good
	(2) Carry Dummies	Good
	Olympic Barbell 45lbs.	Good
	(4) Smith Attachments	Good
	Smith Machine Rack	Good
	Combination Bench	Good
	(2) 5lb Dumbbells	Good
	Lat Pull Down Combination Machine	Good
	AB Roller	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Nautilus Elliptical Machine	Good
	(2) Adjustable Dumbbells and Rack	Good
	15lb Kettle bell	Good
	20lb Ketten bell	Good
	2 Bar	Good
	(2) Lat Bars	Good
	Small Straight Bar	Good
	Olympic Straight Bar	Good
	(5) Set Weight Barbells: 80,75,70,65,60	Good
	Nautilus Weight Tree	Good
	(4) 45lb Plates	Good
	(2) 25lb Plates	Good
	(2) 35lb Plates	Good
	(2) 10lb Plates	Good
	(4) 5lb Plates	Good
	(2) 2 1/2lb Plates	Good
	(4) Plastic Collars	Good
	(2) Metal Collars	Good
	Preacher Curl Attachment	Good
	Tomahawk Matrix Bike	Good
	Bowflex Adjustable Weights	Good
	Tuffstuff Multi Function Home Gym	Good
Kitchen	Microwave	
	Toaster	Good
	(21) Coffee Mugs	Good
	Coffee Maker	Good
	(2) Coffee Pots	Good
	(20) Pots and Pans	Good
	(5) Broiler Pans	Good
	(3) Racks	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(78) Plates and Bowls	Good
	(28) Glasses	Good
	(7) Big bowls	Good
	Blender	Good
	Knife Block	Good
	(4) Cutting Boards	Good
	Dish Drainer	Good
	Ice Cream Maker	Good
	(2) Crock Pots	Good
	Rice Maker	Good
	NXR 4 Burner Stove	Good
	GE Profile Dishwasher	Good
	Bunn Axiom-DV-3 Coffee Maker	Good
	JA Henckels Knives	Good
	Food Processor	Good
	(200) Utensils/Silverware	Good
	(10) Pot Holders	Good
	(7) Cookie Sheets	Good
	Table	Good
	(5) Chairs	Good
Day Room	(7) Rolling Chairs	Good
	(4) 6 Foot Tables	Good
	(17) Chairs	Good
	Leather Couch	Good
	(5) Recliners	Good
	2 Door Cabinet	Good
	California Flag and Pole Set	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	American Flag and Pole Set	Good
	Wall Clock	Good
	Wood Square Table	Good
	Intercom Phone	Good
	RCA Cordless Phone	Good
CPR Room	(13) CPR Posters	Good
	(8) CPR Manikins	Good
	(5) Infant Manikins	Good
	Box of Assorted Pocket Masks/Manikin Supplies	Good
	(2) Boxes of Manikin Faces	Good
	(3) AED Trainers	Good
	Projector	Good
	(2) Speakers	Good
	Laptop	Good
	(8) Poster Size Paper Pads	Good
	Quill Lamp	Good
	(15) CPR Manuals	Good
	Box of Misc. CPR Information	Good
	Training OB Kit	Good
	Box of Child/Infant BVM's	Good
	Box of Adult BVM's	Good
	Autopulse Training Band	Good
	Black Leather Laptop Bag	Good
Captain's Bedroom	Twin Bed (Mattress/Box Spring)	Good
	Desk with Shelf Over	Good
	Lamp	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Desk Chair	Good
	Armoire	Good
	PSAP 911 Phone System	Good
	Intercom Phone	Good
	Lamp	Good
Engineer's Bedroom	Twin Bed (Mattress/Box Spring)	Good
	Desk with Shelf Over	Good
	Lamp	Good
	Desk Chair	Good
	Armoire	Good
	RCA Cordless Phone	Good
	Intercom Phone	Good
Firefighter's Bedroom	Rolling Desk Chair	Good
	TV	Good
	Intercom Phone	Good
	Metal Cabinet with Drawers	Good
	Lamp	Good
	Twin Bed (Mattress/Box Spring)	Good
	Desk	Good
Paramedic's Bedroom	File Cabinet	Good
	Trash Can	Good
	Lamp	Good
	Intercom Phone	Good
EMT's Bedroom	Wood Armoire	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	Metal Armoire	Good
	Floor Heater	Good
	TV	Good
	3 Drawer File Cabinet	Good
	Lamp	Good
	Wall Clock	Good
	Rolling Desk Chair	Good
	Bed Box/Frame	Good
	- Trash Can	Good
Bathroom	One Each Wood Two Door Cabinet	Good
Library/Sleeper Room	Upright Cabinet	Good
	(5) Plastic Rolling Chairs	Good
	(2) Rolling Desk Chairs	Good
	(2) 4x2 Tables	Good
	(2) Counters (White)	Good
	Flag	Good
	Easel	Good
	Training Books/Videos	Good
	(2) Murphy Beds (Mattress/Box)	Good
Vista Lobos (Upper)	(2) E-One Sliding Compartment Shelves	Good
	American LeFrance Bell	Good
	(4) Spanner Holders	Good
	Stortz 5 inch/2.5 inch Female	Good
	(2) 2.5 inch Double Male	Good
	Brass Play Pipe Ball Shut Off	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	1 inch Smooth Boretip	Good
	(2) 2.5 inch Double Female	Good
	(2) 1.5 inch Double Female	Good
	(2) 1.5 inch Caps	Good
	5 inch Stortz by 4 inch Hydrant	Good
	Lowell Ratchet Hydrant Wrench	Good
	(7) 1.5 inch Elkhart Nozzles	Good
	Celar Nozzle 2.5 inch	Good
	3 inch Inline Gate Valve	Good
	1.5 inch Double Male	Good
	CO2 Extinguisher Bracket	Good
	(2) Hose Spanners	Good
	(3) 1.5 inch TFT Fog Nozzles	Good
	(2) External Pressure Gauges	Good
	Box of Assorted American LeFrance Brackets	Good
	(1) TFT Pistol Grip 1.5 inch	Good
	Box of Assorted Smooth Bore Tips	Good
	MSA Porta Power Rescue Set	Good
	Salvage Cover	Good
	(3) 6 inch Pump Inlet Dead Caps	Good
	3.5 inch NH Adapter with 5 inch Deep Cap	Good
	Elkhart 2.5 inch Fog Nozzle	Good
	6x4 inch Steamer Adapter	Good
	5x4 inch Steamer Adapter	Good
	6x2.5 inch Steamer Adapter	Good
	2.5 Quick Coupler	Good
	2.5 inch Inline Exposure Nozzle	Good
	6 inch x 4 inch Steamer Adapter	Good
	(2) 5 inch Stortz Dead Caps	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(2) 110v Circle D Porta Lamp	Good
	(2) 6 inch x 5 inch	Good
	6 inch Hand Suction Strainer	Good
	2.5 x 15' Hydrant Hose	Good
	Squeegee Head	Good
	2.5 x 5 inch 30degree Elbow	Good
	(2) Hydrant Wrenches	Good
	Box of Assorted 2.5 inch Brass fittings	Good
	3 inch Pump Discharge Valve	Good
	5.5 inch Dead Cap	Good
	5.5 x 4 inch Adapter	Good
	1000gpm Master Stream Fog Nozzle	Good
	(2) 2.5 x 1.5 Gated Y	Good
	2.5 inch Siamese	Good
	(2) 2.5 x Stortz 30degree Elbow	Good
	1.5 Gated Y	Good
	Stream Strainer	Good
	4 inch Strainer	Good
	3 inch Strainer	Good
	(2) Crown Coach Steps	Good
	(2) Rope Bags	Good
	(2) Rope Hose Pulls	Good
	(2) Hose Straps	Good
	Rope Fid Kit	Good
	Heavy Wheel Wrench Kit	Good
	Pair Linemans Gloves	Good
	(2) Pairs of Asbestos Gloves	Good
	Box of Assorted Ball Valve Repair kit	Good
	(2) 5 Gallon Plastic Buckets	Good
	1.5 inch 50' Double Jacket Hose	Good
	Trailer Light Kit	Good
	(3) Plymouth Spare Exhaust Grabbers	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	3 inch Hose Clamp	Good
	500w Scene Light	Good
	(2) Crown Coach Grabber Bars	Good
	35' Section Hydraulic Hose	Good
	(7) SCBA Brackets	Good
	(4) ISI SCBA Packs with Cylinders	Good
	(6) ISI Cylinders	Good
	2 x 100' Cord Reels	Good
	1 x 50' Cord Reels	Good
	Piston Latela Valve	Good
	Manifold Valve	Good
	Tool Box	Good
	(2) SCBA Seat Brackets	Good
	SCBA Seat Bench	Good
	(4) Box Lights With Chargers	Good
	2.5 inch Nozzle	Good
	2.5 inch Nozzle Bracket	Good
	(4) 5" Spanner Wrenches	Good
	Tool Box	Good
	(3) Kenwood TK790 DH Mobile Radios	Good
	(14) Motorola Portable Radios	Good
	(1) Motorola Portable Radio Vehicle Charger and Bracket	Good
	(2) Motorola Portable Radio Desktop Chargers	Good
	Motorola MCX1000 Mobile Radio	Good
	(9) Motorola Vehicle Chargers	Good
	One Box Assorted Benditkins Portables/Chargers	Good
	One Short Center Radio Consol	Good
	(2) 1/4 Wave Mobile Radio Antennas	Good
	One Box Old Minitor Pagers and Chargers	Good
	One Box Firecom Headset Installation Accy's	Good
	(5) Firecom VH-2 Headsets (Old Style)	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(2) Firecom VH-2 Headsets (New Style)	Good
	(2) Streamlight Lit Boxes	Good
	5" Angus Hose Roller	Good
	Box of Interspiro BA Bracket "Cylinder Arms"	Good
	Box of Assorted 100VAC Electrical Plug Ends Male/Female	Good
	Gas Detector Calibration Kit	Good
	Kenwood TK730 SH Mobile Radio	Good
	Box of Radio Installation Test Equipment	Good
	Federal Inceptor 400 Siren/Light Control	Good
	(6) Motorola MT2000 Desktop Chargers	Good
	Box of Assorted Litebox Parts	Good
	Box of Assorted Portable/Pager Chargers	Good
	36" Insolated Electrical Service/Wire Cutters	Good
Loft	Box of Reflective Hydrant Straps	Good
	(8) 5 Gallon Containers of Class A Foam	Good
	(4) 5 Gallon Containers of Class B Foam	Good
	(6) Salvage Covers	Good
	(6) Hall Runners	Good
	Gas Tank	Good
	6' Pike Pole	Good
	(10) Folding Tables	Good
	(6) Water Canteens	Good
	(4) Manikins	Good
	Combination Ladder	Good
	Sledge Hammer	Good
	(2) Plastics	Good
	(2) Pick Head Axes	Good
	Flat Head Axe	Good
	Trumpet Utility Bar	Good
	(2) Round Shovels	Good
	(2) Pointed Shovels	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	D Handle Wall and Ceiling Hook	Good
	(2) Squeegee Handles	Good
	(2) Squeegee Heads	Good
	(3) Brush Hooks	Good
	Halligan	Good
	Cord Reel	Good
	KEG	Good
	8' Pike Pole	Good
	10' Pike Pole	Good
	Honda PX650 Generator	Good
	Handlight	Good
	(2) Tele Lights	Good
	(2) Handlight Chargers	Good
	D Handle Rubbish Hook	Good
	RV Canopy	Good
	Regency Scanner	Good
	Truck Belt	Good
	(6) Galvanized Buckets	Good
	Fanny Pack	Good
	5 Gallon Water Cooler	Good
	(2) Igloo Coolers	Good
Vista Lobos (Lower)	(2) Portable Suctions	Good
	(2) Triage Bags Reds	Good
	C-Spine Blue Bags	Good
	O2 Cylinder in Blue Bag	Good
	(2) Burn Kits	Good
	(2) Portable H2O Extinguishers	Good
	File Cabinet	Good
	(4) Plastic Garbage Cans	Good
	Drip Torch	Good
	(2) 1 1/2 inch Nozzles with Bales	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

	(2) 1 inch Nozzle with Bales	Good
	Box of Wildland Fittings	Good
	Hose Clamp	Good
	Brass Bag	Good
	(3) Fire Shelters	Good
	Hose Roller	Good
	Scoop	Good
	(4) Hot Shields	Good
	Medical Bag	Good
	(2) Monitors	Good
	(2) Monitor Bases	Good
	Drill Squad Trophy 1929	Good
	KED	Good
	PED Hare	Good
	(2) O2 Cylinder Cases	Good
	Folding Chair	Good
	Fire Extinguisher Hose	Good
	Dry Chemical Extinguisher	Good
	CO2 Extinguisher	Good
	Cord Reel	Good
	(3) 1 1/2 inch Couplings	Good
	Hedge Clippers	Good
	Pressure Washer with Nozzle and Hose	Good
	Box of OPA's	Good
	(3) Boxes of NPA's (34,26,30)	Good
	Box of Suction Tubing	Good
	(2) Boxes of Inflatable Splints	Good
	(48) Bottles of Hand Cleanser	Good
	Stack of Tips For Smooth Bore	Good
	Blizzard Wizzard	Good
	Gated WYE	Good
	Herbert Hose Clamp	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

PPE	(81) Structure Pants	Good
	(69) Structure Coats	Good
	(66) Structure Gloves	Good
	(22) Structure Goggles	Good
	(57) Phenix Helmets	Good
	(55) Rubber Structure Boots	Good
	(25) Utility Gloves	Good
	(32) Glove Straps	Good
	(50) Gear Bags	Good
	(14) Drop Bags	Good
	(31) Wildland Pants	Good
	(31) wildland Coats	Good
	(35) Wildland Shelters	Good
	(24) Wildland Shrouds	Good
	(19) Interspiro SCBA's with bottles	Good
	(21) Spare Bottles including RIC Bags and 7166	Good
	(21) Suspenders	Good
	(26) Utility Straps	Good
	(28) Flashlights	Good
	(27) Wildland Goggles	Good
	(210) Web Belt	Good
	(21) Hoods	Good
	(8) Gear Keepers	Good
Hose	3,125 Feet of 5 inch	Good
	2,050 Feet of 2 1/2 inch	Good
	2,450 Feet of 1 3/4 inch	Good
	3,850 Feet of 1 1/2 inch	Good

Carmel Fire Station
Property & Equipment Inventory

Exhibit A

Radio	(5) 100w Mobile Radios	Good
	(3) 50w Mobile Radios	Good
	(14) Portable Radios with Chargers	Good
	(6) Kenwood Vehicle Chargers	Good
	(18) Vertex Portable Radios	Good
	(1) Vertex Desk Charger	Good
	(6) Motorola Minitor Pagers in Boxes	Good
	(14) Minitor 4 Pagers and Chargers	Good
	(4) Minitor 3 Pagers and Chargers	Good
	(1) Minitor 2 Pager with Charger	Good

Carmel Fire Ambulance Property Inventory				
<u>Location</u>	<u>Item</u>	<u>Description</u>	<u>No.</u>	<u>Condition</u>
<u>Ambulance 7166</u>	2010 Ford F450 Super Duty	VIN# 1FDAFGRXAEA83161		Good
	Portable Suctions			Good
	Strkyer Gurney MX-Pro			Good
	LifePac 15			Good
	Airway Bag			Good
	Drug Box			Good
	Pediatric Bags			Good
	Air Splints			Good
	Backboards			Good
	LP 15 Battery Charger			Good
<u>Ambulance 7165</u>	1999 Ford			Good
	Airway Bag			Good
	Drug Box			Good
	Pediatric Bags			Good
	Strkyer Gurney			Good
	Portable Suction			Good
	Pic 50 Monitor			Good
	Air Splints			Good
	Backboards			Good
<u>Office</u>	(1) Sound System/CD Player			Good
	(1) Floor Heater			Good
	(3) HP Computer Towers			Good
	(2) HP Computer Keyboards			Good

Exhibit B

	(2) Logitech Wireless Mice			Good
	(1) HP Computer Monitor			Good
	(1) View Sonic Computer Monitor			Good
	(1) Optquest Computer Monitor			Good
	(1) Set Altec Lansing Computer Speakers			Good
	(1) Set Labter Computer Speakers			Good
	(1) Computer Back Up			Good
	(1) Multi Line Phone System-RCA			Good
	(2) Power Savers			Good
	(1) Cordless Phone-RCA			Good
	(4) 2 Drawer File Cabinets			Good
	(1) HP Inkjet Computer Printer			Good
	(1) Wall Clock			Good
	(3) View Sonic Computer Monitors			Good
	(2) HP Computer Keyboards and Mice			Good
	(2) HP Computer Towers			Good
	(1) Rolling Desk Chair			Good
	(3) 4 Drawer File Cabinets			Good
	(2) Computer Desks			Good
	(1) 2 Drawer File Cabinet			Good
	(1) 3 Drawer File Cabinet			Good
	(2) Shelving Units			Good
	(1) Logitech Computer Keyboard			Good
	(1) Microsoft Wireless Computer Mouse			Good

**Carmel Fire Services Agreement
Budget Projection Model
FY 2011-12
January 1 - June 30, 2012**

Exhibit C

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
Command & Support Staff:	10.750%								32.83%		
Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,505	\$ 8,711	\$ 2,969	\$ 12,016	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	3.85%	\$ 520	\$ 336			
									36.95%		
Asst. Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,069	\$ 8,429	\$ 3,493	\$ 12,948	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 251	\$ 162			
Longevity Pay	10.750%	1	6	mo.	0.65	10.25%	\$ 1,340	\$ 864			
									36.95%		
Division Chief	10.750%	3	6	mo.	1.94		\$ 11,359	\$ 21,980	\$ 9,630	\$ 35,695	
Mgmt. Incentive	10.750%	3	6	mo.	1.94	1.92%	\$ 218	\$ 422			
Chief Officer Differential	10.750%	3	6	mo.	1.94	3.00%	\$ 341	\$ 659			
Longevity Pay	10.750%	2	6	mo.	1.29	13.00%	\$ 1,477	\$ 1,905			
Special Assignment Pay	10.750%	3	6	mo.	1.94	5.00%	\$ 568	\$ 1,099			
									40.51%		
Deputy Fire Marshal	10.750%	1	6	mo.	0.65		\$ 9,141	\$ 5,896	\$ 2,908	\$ 10,086	
CEIP or EIP	10.750%	1	6	mo.	0.65	5.00%	\$ 457	\$ 295			
Longevity Pay	10.750%	1	6	mo.	0.65	15.76%	\$ 1,441	\$ 929			
Uniform allowance	10.750%	1	6	mo.	0.65		\$ 90	\$ 58			
									40.58%		
Fire Inspector	10.75%	1	6	mo.	0.65		\$ 6,975	\$ 4,499	\$ 1,826	\$ 6,325	
									35.37%		
Administrative Analyst	10.750%	1	6	mo.	0.65		\$ 7,117	\$ 4,591	\$ 1,655	\$ 6,334	
Management Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 137	\$ 88			
									40.58%		
Executive Assistant I	10.750%	1	6	mo.	0.65		\$ 4,847	\$ 3,126	\$ 1,269	\$ 4,395	
Fire Prevention Technician	10.750%	1	6	mo.	0.65		\$ 5,315	\$ 3,428	\$ 1,391	\$ 4,819	
SUBTOTAL: Command & Support Staff										\$ 92,618	
Carmel Station:	100.00%								40.51%		
Fire Captain	100.00%	3	6	mo.	18.00		\$ 8,704	\$ 156,670	\$ 66,246	\$ 229,758	
CEIP or EIP	100.00%	2	6	mo.	12.00	5.00%	\$ 435	\$ 5,222			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 653	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 759	\$ -Uniform			
allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
Fire Engineer	100.00%	3	6	mo.	18.00		\$ 7,516	\$ 135,296	\$ 55,470	\$ 192,386	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 376	\$ -CEIP-			
MA	100.00%	0	6	mo.	0.00	7.50%	\$ 564	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 655	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
Fire Fighter	100.00%	3	6	mo.	18.00		\$ 7,160	\$ 128,872	\$ 52,867	\$ 183,359	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 358	\$ -CEIP-			
MA	100.00%	0	6	mo.	0.00	7.50%	\$ 537	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 624	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
Budgeted Relief Staffing:	0.000%								40.51%		
Fire Fighter	0.000%	0	6	mo.	0.00		\$ 7,160	\$ -	\$ -	\$ -	
EMT Differential	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -CEIP			
or EIP	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
Uniform allowance	0.000%	0	6	mo.	0.00		\$ -	\$ -			
Estimated Salary Savings:	100.000%					E		\$ (32,016) \$ (12,971) \$ (44,987)			
SUBTOTAL: Fire Suppression Staff										\$ 560,516	
Overtime/ Out of Class:											
OT - Div Chief - Operations	10.750%	3	200	hrs.	64.50		\$ 49	\$ 3,170	\$ -	\$ 3,170 OT- Deputy Fire	
Marshal	10.750%	1	50	hrs.	5.38		\$ 79	\$ 425	\$ -	\$ 425 OT- Carmel	
Station - Capt	100.00%	3	150	hrs.	450.00		\$ 57	\$ 25,581	\$ -	\$ 25,581 OT- Carmel	
Station - Eng	100.00%	3	150	hrs.	450.00		\$ 49	\$ 22,091	\$ -	\$ 22,091 OT- Carmel	
Station FF	100.00%	3	150	hrs.	450.00		\$ 47	\$ 21,042	\$ -	\$ 21,042 Out-of-Class	
Diff- Carmel Station	100.00%	6	0.5	yr.	3\$		400	\$ 1,200	\$ 486	\$ 1,686	
OT - Relief FF	0.000%	0	150	hrs.	0.00		\$ 47	\$ -	\$ -	\$ -	
Out-of-Class Diff- Relief FF	0.000%	0	0.5	yr.	0		\$ 400	\$ -	\$ -	\$ -	
SUBTOTAL: Overtime										\$ 73,996	

**Carmel Fire Services Agreement
Budget Projection Model
FY 2011-12
January 1 - June 30, 2012**

Exhibit C

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
Other Personnel Costs:											
Medical Exams - HQ	10.75%	6	0.5	yr.	0.3225		\$ 215	\$ 69		\$ 69	
Medical Exams - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 215	\$ 968		\$ 968	
Medical Exams - Relief FF	0.00%	0	0.5	yr.	0		\$ 215	\$ -		\$ -	
Drug Screening - HQ	10.75%	6	0.5	yr.	0.3225		\$ 65	\$ 21		\$ 21	
Drug Screening - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 65	\$ 293		\$ 293	
Drug Screening - Relief FF	0.00%	0	0.5	yr.	0		\$ 65	\$ -		\$ -	
Uniforms - Chief Officers	10.75%	5	6	mo.	3.225		\$ 90	\$ 290	\$ 107	\$ 397	
Tuition Reimbursement - HQ	10.75%	9	0.5	yr.	0.48375		\$ 100	\$ 48		\$ 48	
Tuition Reimb- Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 50	\$ 225		\$ 225	
Tuition Reimb- Relief FF	0.00%	0	0.5	yr.	0		\$ 50	\$ -		\$ -	
Workers' Comp.- HQ	10.75%	10.0	0.5	yr.	0.5375		\$ 8,704	\$ 4,678		\$ 4,678	
Workers' Comp - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 8,704	\$ 39,168		\$ 39,168	
Workers' Comp - Relief FF	0.00%	0	0.5	yr.	0		\$ 8,704	\$ -		\$ -	
Holiday in lieu Pay:											
Division Chief	10.75%	3	20	hr/yr	6.45		\$ 62	\$ 400		\$ 400	
Deputy Fire Marshal	10.75%	1	20	hr/yr	2.15		\$ 49	\$ 105		\$ 105	
Carmel Station- Capt	100.00%	3	20	hr/yr	60.00		\$ 46	\$ 2,786		\$ 2,786	
Carmel Station- Eng	100.00%	3	20	hr/yr	60.00		\$ 40	\$ 2,406		\$ 2,406	
Carmel Station- FF	100.00%	3	20	hr/yr	60.00		\$ 38	\$ 2,292		\$ 2,292	
FLSA Pay											
Carmel Station	100.00%		0.5	yr.		2.83%	\$ 420,838	\$ 11,910	\$ 4,825	\$ 16,735	
Leave Payoffs- Annual	10.75%		0.5	yr.			\$ 56,815	\$ 6,086		\$ 6,086	
Leave Payoffs- Separation	10.75%		0.5	yr.			\$ 81,200	\$ 8,729		\$ 8,729	
SUBTOTAL: Other Personnel Costs										\$ 85,406	
SUBTOTAL: PERSONNEL SERVICES \$										812,535	
OPERATING EXPENSES											
	% Applied	No.	Funding Periods	Type Period	Total Periods	Note	Period Rate	Subtotal			TOTAL
Vehicle Operations:											
Command Vehicle (SUV)	10.75%	3	0.5	yr.	0.16125		\$ 6,030	\$ 972	Sedan -		
Prevention	10.75%	1	0.5	yr.	0.05375		\$ 5,900	\$ 317			
Replacement accrual - SUV	10.75%	3	0.5	yr.	0.3225		\$ 6,250	\$ 2,016			
Replacement accrual - Sedan	10.75%	1	0.5	yr.	0.1075		\$ 4,500	\$ 484			
Subtotal: Vehicle Operations \$										3,789	
Risk Management:	10.75%	1	0.5	yr.	0.05375		\$ 30,367		\$ 1,632		
Personal Protective Equipment											
PPE - HQ	10.75%	7	0.5	yr.	0.7525		\$ 1,100	\$ 828			
PPE - Carmel Station	0.00%	9	0.5	yr.	0		\$ 1,100	\$ -			
Subtotal: Personal Protective Equipment										\$ 828	
Information Technology:											
Annual IT Support - HQ	10.75%	1	0.5	yr.	0.05375		\$ 83,500	\$ 4,488	Initial IT		
Equipment - Carmel Sta.	100.00%	1			\$ 31,000	\$ 31,000					
Annual IT Support - Carmel Sta.	100.00%	1	0.5	yr.	0.5	A	\$ 17,400	\$ 8,700			
Subtotal: Information Technology \$										44,188	
Services & Supplies:											
Services & Supplies - HQ	10.75%	1	0.5	yr.	0.05375	B	\$ 70,000	\$ 3,763			
Services & Supplies - Carmel Sta.	0.00%	1	0.5	yr.	0		\$ -	\$ -			
Subtotal: Services & Supplies										\$ 3,763	
HQ Office Space	10.75%	2450	6	mo.	1,580		\$ 1.25		\$ 1,975		
Subtotal: Operating Expenses \$										56,175	
Subtotal: Personnel Services										\$ 812,535	
Grand Subtotal:										\$ 868,710	
C Administrative Charge:										4.94% \$ 42,888	
D PERS Credit:										\$ (57,800)	
GRAND TOTAL:										\$ 853,798	

Exhibit C

**Carmel Fire Services Agreement
January 1 - June 30, 2012
Budget Projection Model
FY 2011-12**

EXCLUSIONS: This costing model assumes that Carmel will be responsible for all building costs related to the Carmel fire station, the fire apparatus and equipment in the station, and all personal protective equipment (PPE) for personnel assigned to the Carmel fire station. These items are more clearly delineated in the Agreement. As indicated in Note A below, it is assumed that Monterey will be responsible for the Fire Department computer and phone systems in the Carmel station. It is also assumed that Carmel will continue to pay the County for Fire Emergency Communications Dispatch charges.

NOTES:

A: The estimated annual Information Technology (IT) charges are to support 3 computer workstations, a printer, 8 phones, and the software and network systems necessary for them to function as part of Monterey's Fire network.

B: Admin Services & Supplies are for Fire Administration, Prevention, and Training.

C: Monterey's Administrative Charge of 4.94% may be adjusted upon the mutual written agreement of the City Managers of both cities. The Administrative Charge includes, but is not limited to, Monterey's indirect costs relating to the services of its City Manager, City Clerk, City Attorney, Human Resources, and Finance functions.

D: The Carmel PERS Credit shall be \$57,800 for each full Fiscal Year during the term of this Agreement or any extensions thereof, provided that this credit shall not continue after Fiscal Year 2028-29. The \$57,800 per year credit shall be prorated for any partial years.

E: Estimate based on actual projected salary steps

Class A Medical Examination Requirements

City of Monterey - Request for Proposals
Physical Examination Descriptions
September 1997



	Class A *	Class B	Class C	Class D	Class D-1
*Clinical Examination	X	This is the DMV Class B License physical, detailed on DMV Form DL51	X	X	X
**Laboratory	X		X	X	X
Auditory	X				
Vision	X				
Pulmonary Function	X				
Chest X-Ray / 1 View	X				
Stress Test	X				
EKG	X		X		
Unlimited Lumbar X-Ray	X				X

**** DRUG SCREEN URINE TEST**

*Clinical Examination includes:

- | | | |
|--------------------------------|---------------------------|--|
| • skin | • head | • eyes |
| • ears | • nose | • mouth |
| • teeth | • throat | • neck |
| • thyroid | • chest | • breasts |
| • heart | • lungs | • abdomen |
| • hernias | • back | • extremities |
| • genitalia | • rectal | • glandular |
| • posture | • nutrition | • pulse |
| • stool guiac (if appropriate) | • color-blindness | • gastrointestinal functions |
| • genitourinary functions | • neuromuscular functions | • menstrual functions (if appropriate) |

**Laboratory includes:

- High Density Lipoprotein
- Chemistry 2 Panel
- Urinalysis: Check for 18 items
- CBC (Complete Blood Count): Check for 13 items including cholesterol
- SMA-12: Check for 12 items in blood
- Triglycerides: Check for two types of fat in blood
- Stool Guaiac: Check for blood in stool (if appropriate)



Type of Physical	Class A	Class B - DMV	Class C	Class D	Class D-1
------------------	---------	------------------	---------	---------	-----------

PRE-EMPLOYMENT & DMV EXAMINATIONS

Police & Fire	X				
Admin & General Support				X	
Heavy Labor & Field Work		As needed			X

EMPLOYEE FITNESS PHYSICAL EXAMINATIONS

Age 30	X				
Age 32			X		
Age 34	X				
Age 36			X		
Age 38			X		
Age 40	X				
Age 41				X	
Age 42			X		
Age 43				X	
Age 44	X				
Age 45				X	
Age 46			X		
Age 47				X	
Age 48	X				
Age 49				X	
Age 50			X		
Age 51				X	
Age 52	X				
Age 53				X	
Age 54			X		
Age 55				X	
Age 56	X				
Age 57				X	
Age 58			X		
Age 59				X	
Age 60	X				

Exhibit D**INDUSTRIAL HISTORY AND PHYSICAL EXAMINATION**

NAME: _____ DATE: _____
 (LAST) (FIRST) (MIDDLE)
 ADDRESS: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP: _____
 DATE OF BIRTH: _____ JOB TITLE: _____
☐ Pre-Employment ☐ Annual ☐ Bi-Annual ☐ Periodic

MEDICAL HISTORY

Have you ever had or do you have any of the following medical problems?

	Yes	No		Yes	No
1. Severe or frequent headaches	☐	☐	18. Black or bloody stools.....	☐	☐
2. Loss of consciousness, head injury.....	☐	☐	19. Hernia	☐	☐
3. Epilepsy	☐	☐	20. Kidney problems	☐	☐
4. Dizziness (Fainting spells)	☐	☐	21. Arthritis	☐	☐
5. Nervous disorders, anxiety, depression	☐	☐	22. Back pain or injury	☐	☐
6. Visual problems, eye injuries.....	☐	☐	23. Joint pains or injury	☐	☐
7. Hearing problems	☐	☐	24. Arm or Leg pain	☐	☐
8. Shortness of breath	☐	☐	25. Broken bones	☐	☐
9. Chronic cough or emphysema	☐	☐	26. Neck pain or injury	☐	☐
10. Asthma	☐	☐	27. Tumor, cancer, cyst, growth	☐	☐
11. High blood pressure	☐	☐	28. Tuberculosis	☐	☐
12. Chest pain	☐	☐	29. Hepatitis	☐	☐
13. Heart problems	☐	☐	30. Blood disease or Anemia	☐	☐
14. Skin problems	☐	☐	31. Diabetes	☐	☐
15. Stomach problems, ulcers.....	☐	☐	32. Have you ever been advised you needed an operation?	☐	☐
16. Alcohol, tobacco or drug problems...	☐	☐	33. Has your weight changed in the past two years?	☐	☐
17. Rectal disease	☐	☐	Increase _____ lbs Decrease _____ lbs		

Explain all "YES" answers: _____

Are you currently under a doctor's care? ☐ NO ☐ YES For what problem? _____

Name of Doctor: _____

Do you drink? ☐ YES ☐ NO How much? _____

Do you smoke? ☐ YES ☐ NO How much? _____

Are you taking medications? ☐ YES ☐ NO What type? _____

Are you current on immunizations? ☐ YES ☐ NO

What year was your last tetanus shot? _____

Are ALLERGIES here: _____

For Women:

Date of last menstrual period: _____

Do you have menstrual problems? ☐ YES ☐ NO

Explain: _____

I hereby certify that all of the above answers are true to the best of my knowledge. Further, I authorize the release of this medical record to my employer or respective employer.

Patient Signature: _____

Date: _____

Exhibit D**EXAMINATION**

Temperature: _____ Pulse: _____ Blood Pressure: _____ Height: _____ Weight: _____

Visual Acuity: Distance Uncorrected: R 20/ _____ L 20/ _____ Both _____ Glasses: _____
 Distance Corrected: R 20/ _____ L 20/ _____ Both _____ Contacts: _____
 Near Uncorrected: R 20/ _____ L 20/ _____ Both _____
 Near Corrected: R 20/ _____ L 20/ _____ Both _____
 Color Vision: ☐ Normal ☐ Abnormal: _____ ☐ Done ☐ Not Done

Hearing: ☐ Whisper Test: R 5/ _____ L 5/ _____ Both _____
☐ Audiogram - See separate form for results

Describe every abnormal such as atrophy, deformity, enlargement, limitation, or scars

GENERAL:	NORMAL	ABNORMAL	NOT PERFORMED	
1. Skin:	☐	☐	☐	_____
2. Head:	☐	☐	☐	_____
3. Eyes:	☐	☐	☐	_____
4. Ears:	☐	☐	☐	_____
5. Nose:	☐	☐	☐	_____
6. Oral Pharynx:	☐	☐	☐	_____
7. Neck:	☐	☐	☐	_____
8. Lungs:	☐	☐	☐	_____
9. Breasts:	☐	☐	☐	_____
10. Heart:	☐	☐	☐	_____
11. Abdomen:	☐	☐	☐	_____
12. Genital:	☐	☐	☐	_____
13. Hemia:	☐	☐	☐	_____
14. Rectal:	☐	☐	☐	_____
15. Musculo-Skeletal Upper Extremities:	☐	☐	☐	_____
16. Musculo-Skeletal Lower Extremities:	☐	☐	☐	_____
17. Back Spine:	☐	☐	☐	_____
18. Neurological:	☐	☐	☐	_____
19. Lymph Nodes:	☐	☐	☐	_____
20. Varicose Veins:	☐	☐	☐	_____

Laboratory: Urinalysis: SG _____ WBC's _____ Alb. _____ Sugar _____ Blood: _____ Micro: _____

EKG: _____ Outside Laboratory _____ Spirometry: _____ Other: _____
 X-rays: Back: _____ Chest: _____ Other: _____

Toxicology Urine Drug Screen: ☐ Done ☐ Not Done Breath Alcohol Test: ☐ Done ☐ Not Done

Medical Findings: ☐ A. No significant findings. Healthy person.
☐ B. Minor medical problems. No work restrictions.
☐ C. Medical findings which require work restrictions.

Comments: _____

Physicians Signature: _____ Date: _____

10/10/17 Rev 111200

Page 1 of 1

Exhibit E**Waiver and Consent to Transfer****WAIVER OF CLAIMS AND CONSENT
TO TRANSFER OF CARMEL-BY-THE-SEA'S PERSONNEL, MEDICAL AND
TRAINING FILES TO CITY OF MONTEREY**

I, _____ (printed name) am an employee of the City of Carmel-By-The-Sea ("Carmel"). I hereby consent to the transfer of the Personnel File, Medical File and Training File which Carmel maintains for me to the City of Monterey upon my employment by the City of Monterey, with the exception of workers' compensation files. I understand that Carmel and its successors will be given access to such files when needed for ascertaining information related to any issues which may arise following termination of my employment by Carmel. I also understand that the City of Monterey may and will rely on information contained in such files in connection with any employment issues regarding my employment with the City of Monterey, including discipline, up to and including termination. I furthermore understand that the City of Monterey may and will rely on information contained in such files in connection with any medical issues regarding my employment with the City of Monterey.

I waive any claim against Carmel with respect to the transfer of such files. I further waive any claim against the City of Monterey in connection with the subsequent use of such files by the City of Monterey.

Date: _____

Signature

Exhibit F

**AGREEMENT BETWEEN THE
CITY OF CARMEL-BY-THE-SEA, THE CITY OF MONTEREY,
THE CARMEL PROFESSIONAL FIREFIGHTERS' ASSOCIATION AND THE MONTEREY
FIREFIGHTERS ASSOCIATION**

This Agreement is dated for identification this 7th day of December, 2011 and is entered into between the City of Carmel-by-the-Sea, a municipal corporation ("Carmel"), the City of Monterey, a municipal corporation ("Monterey"), the Carmel Professional Firefighters Association ("Carmel Association") and the Monterey Firefighters Association, International Association of Fire Fighters, Local 3707 ("MFFA") (collectively referred to as "The Parties").

RECITALS

- A. Fire and related emergency response services within Carmel have been provided by Carmel through its Fire Department and Carmel Regional Fire Ambulance (CRFA).
- B. Carmel has determined to provide fire services within its jurisdictional boundaries as of January 1, 2012 by contracting with Monterey. Monterey has indicated its ability and desire to provide such services to Carmel.
- C. Carmel and Monterey are parties to a separate Agreement entitled "Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea" ("Master Agreement"). Pursuant to the Master Agreement, Monterey will provide fire services within the jurisdictional limits of Carmel, commencing January 1, 2012.
- D. Carmel desires to provide continuity of fire response services within its geographical boundaries and, to that end, upon cessation of fire services by its Fire Department, Monterey has agreed in the Master Agreement to offer employment to current full-time Carmel Fire "safety" employees described in Recital F.
- E. Carmel Association is the exclusively recognized bargaining agent for the employees of Carmel in the classifications of Fire Captain, Fire Engineer and Firefighter.
- F. Those current full-time Carmel "safety" employees in the classifications of Fire Captain, Fire Engineer and Firefighter to whom Monterey has agreed in the Master Agreement to offer employment are referred to herein as "Carmel Employees."
- G. Monterey is party to a Memorandum of Understanding with MFFA for the period January 1, 2007 to December 31, 2012 which is applicable to Monterey's classifications of Fire Fighter, Fire Engineer, Fire Captain and Deputy Fire Marshal ("MFFA MOU").
- H. In order to provide for a smooth transition of fire services for its residents, Carmel desires and Monterey has agreed in the Master Agreement to offer employment to Carmel Employees but, because there are certain differences in wages, hours and terms and conditions of employment between those provided by Carmel and those that Monterey will provide to persons who will be

Exhibit F

hired into classifications covered by the MFFA MOU, Monterey has agreed to make certain changes to otherwise applicable wages, hours and terms and conditions of employment.

- I. The purpose of this Agreement is to set forth the terms and conditions of employment that Monterey shall provide to Carmel Employees which are different than the terms and conditions of employment that would otherwise be applicable to such employees as Monterey employees subject to the MFFA MOU and any future memoranda of understanding or Monterey rules.

AGREEMENT**Section 1. Recitals**

The foregoing Recitals are true and correct and are made a part hereof.

Section 2. Offer of Employment

Monterey shall offer employment to Carmel Employees. Exhibit A includes a list of those Carmel Employees in the classifications of Fire Captain, Fire Engineer and Firefighter who will be offered employment by Monterey, provided they meet the requirements of Article VII of the Master Agreement, which requires a pre-employment medical examination. The offers of employment shall be for the classifications shown on Exhibit A. Such offers shall otherwise be as provided in the Master Agreement.

Section 3. MFFA MOU

Carmel Employees will be subject to the provisions of the MFFA MOU once they become Monterey employees, except as such MOU is modified or superseded in the future or as otherwise set forth in Exhibit B. The Parties agree that, upon approval, this Agreement shall be considered an exhibit to the MFFA MOU.

Section 4. Transfer of Files

All Personnel Files, Medical Files and Training Files maintained by Carmel for the Carmel Employees will be transferred by Carmel to Monterey no later than January 15, 2012. Monterey shall be under no obligation to offer employment to any Carmel Employee until such person has signed a Waiver and Consent to transfer of such files to Monterey.

Section 5. Further Action.

Carmel, Monterey and Carmel Association agree to take any further actions that may be necessary to implement the provisions of this Agreement. Said action may include referral to the Monterey-MFFA Labor Management Committee of any issues or concerns relating to the operational impacts of the Master Agreement.

Exhibit F

Section 6. Effective Date.

This agreement shall be effective when signed by all parties.

Section 7. Attachments.

The following exhibits are attached hereto and made a part hereof:

Attachment A: List of Carmel Employees Represented by Carmel Association

Attachment B: Terms and Conditions of Employment Applicable to Carmel Employees as Monterey Employees

APPROVED AS TO FORM:

By: _____
Donald Freeman, City Attorney, City of Carmel

By: _____
Deborah Mall, City Attorney, City of Monterey

ADOPTED BY:

CITY OF CARMEL-BY-THE-SEA, A Municipal Corporation

By: _____
Jason Stowell, City Administrator

Date: 11/21/11

CITY OF MONTEREY, A Municipal Corporation

By: _____
Fred Cohn, Assistant City Manager

Date: 11/22/2011

CARMEL PROFESSIONAL FIREFIGHTERS ASSOCIATION

By: _____ Date: 11-17-2011

Its: Vice President

Exhibit F

MONTEREY FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 3707

By:

Date:

11/21/11

Its:

President

Exhibit F**ATTACHMENT A****CARMEL EMPLOYEES REPRESENTED BY**
CARMEL PROFESSIONAL FIREFIGHTERS ASSOCIATION

<u>Name</u>	<u>Current Carmel Rank</u>	<u>New Monterey Rank</u>	<u>Monterey Step</u>
Mitch Kastros	Fire Captain	Fire Captain	4
Bruce Meyer	Fire Captain	Fire Captain	4
Ian Watts	Fire Captain	Fire Captain	5
August Beacham	Fire Engineer	Fire Engineer	5
Matt Gardner	Fire Engineer	Fire Engineer	4
Ken Hutchinson	Fire Engineer	Fire Engineer	4
Brian Harrington	Fire Fighter	Fire Fighter	2
David Meurer	Fire Fighter	Fire Fighter	2
Graham Evans	Fire Fighter	Fire Fighter	1

Exhibit F**ATTACHMENT B****A. Salary Ranges for Carmel Employees**

1. Upon commencement of employment with Monterey, Carmel Employees will be placed in the Monterey salary range for their classification, as shown on Exhibit A, at the lowest step that will prevent them from receiving a pay reduction. This salary range comparison shall be based on Base Salary, EMT Pay, Education Incentive Pay, and Uniform Allowance received by employees of both Carmel and Monterey as of December 1, 2011. If placing Carmel Employees at the top step of their Monterey classification's salary range would result in a reduction in their total pay (counting Monterey Base Salary, EMT Pay, Education Incentive Pay, and Uniform Allowance), they will be Y-Rated until that rate of total pay received by the employee exceeds the amount they were receiving as an employee of Carmel.

B. Carmel Years of Service and Time Off Banks:

1. Years of continuous full-time service in the Carmel Fire Department as a Firefighter, Fire Engineer, or Fire Captain may or may not be counted as years of service in Monterey, in accordance with the following:
 - (a) Years of service in Carmel shall not be counted as years of service in Monterey for the following purposes:
 - Establishing seniority for layoff. However, years of service in Carmel shall be considered in breaking ties among Carmel Employees who otherwise have identical seniority in Monterey based on their identical Monterey hire dates for purposes of establishing seniority for layoff.
 - Establishing eligibility as "grandparented" into not being covered by MFFA MOU Section 6.6 (Sick Leave/ Industrial Disability Retirement) which applies to employees hired on or after 3/1/00.
 - Calculating eligibility for longevity pay (MFFA MOU Section 12.6).
 - (b) Years of service in Carmel shall be counted as years of service in Monterey for the following purposes:
 - Establishing vacation accrual rates (MFFA MOU Section 5.1).
 - Meeting the minimum years of service requirement for employees retiring with a regular, non-disability retirement to cash out up to a specified % of their unused accumulated sick leave (MFFA MOU Section 6.7).

Exhibit F

- Meeting the minimum years of service requirement for employees to receive the City-funded Retirement Health Savings Plan amount upon separation or retirement from Monterey (MFFA MOU Section 11.3). This shall not be interpreted to require Monterey to contribute funds for the period of employment in Carmel.
 - Meeting the minimum years of service requirement for employees to receive the highest level of benefits in the dental insurance program.
 - Establishing eligibility as "grandparented" into the Grandparented Educational Incentive Pay Program, which is limited to employees hired by Monterey prior to October 1, 1990 (MFFA MOU Section 12.3.1).
2. Upon commencement of employment with Monterey, Carmel Employees shall retain their unused accumulated sick leave, vacation, and compensatory time off balances, provided such balances do not exceed the maximum vacation or compensatory time off balances allowed by Monterey (Monterey City Code Section 25-12.01 e. and MFFA MOU Section 4.3). Any vacation or compensatory time off balances in excess of the maximums allowed by Monterey will be paid by Carmel to such Carmel Employees when their employment with Carmel ends at their rates of pay in effect on such date.

C. Other Issues:

1. **Probation Periods.** Carmel Employees who have completed probation in Carmel in a classification with duties comparable to their Monterey classification will not be required to serve a probationary period in Monterey. Any Carmel Employees who have not completed the probationary period in Carmel in a classification with duties comparable to their Monterey classification will be required to serve a complete probationary period in their Monterey classification.
2. **Station Bidding.** Through December 31, 2012, Carmel Employees will be assigned to the Carmel station under Monterey Fire Department Station Bidding and Assignment Policy 124.104. Beginning with the calendar year 2013 shift/station assignments, Carmel station assignments shall be determined according to Monterey Fire Department Policy 124.104, with Carmel Employees' years of service with Carmel included as a factor in determining their seniority pursuant to the shift/station bidding procedures outlined in Policy 124.104.
3. **Vacation Bidding.** Notwithstanding Section 6-3.3 of Monterey Fire Department Policy Number 123.103, Carmel Employees will be integrated into the Monterey vacation selection process as follows:

Prior to the Monterey vacation selection process for calendar year 2012, (a) one Carmel Employee will be placed into the middle of the first group that selects vacations for 2012; (b) one Carmel Employee will be placed into the middle of the

Exhibit F

second group that selects vacations for 2012; and (c) one Carmel Employee will be placed into the middle of the third group that selects vacations for 2012.

Prior to October 15, 2011, Carmel Association will notify MFFA and Monterey the order of the placement of Carmel Employees into the three groups.

4. **Nepotism Policy.** Any potential violations of Monterey's Nepotism Policy (City Code Section 25-3.08) created by the transfer of Carmel Employees to the Monterey Fire Department will be treated as exceptions to the Nepotism policy. Related employees affected by this exception will be regularly assigned to different divisions, shifts, or stations; however this shall not preclude related employees from working in the same division or shift as long as it does not create a permanent direct or indirect supervisory relationship. This provision shall not preclude related employees from working on the same division, shift, or station on an overtime, shift trade, or emergency basis to meet operational need as determined by the duty Division Chief.

5. **Physical Exam Prior to Employment by Monterey.**

Carmel Association acknowledges that the Carmel Employees will be required to submit to a Class A physical examination conducted by a physician retained by Monterey, and be found to be able to perform the essential functions of the applicable classification, and to have signed a Waiver and Consent to Transfer files, all as provided in Article VII of the Master Agreement, prior to receiving an unconditional offer of employment from Monterey. The Parties hereby incorporate the provisions of Article VII of the Master Agreement into this Agreement and agree to the provisions of Article VII.

Carmel and Carmel Association acknowledge that one or more Carmel Employees may not receive an unconditional offer of employment to commence work with Monterey on January 1, 2012 due to (a) injury or illness arising out of and in the course and scope of Carmel employment; (b) physical injuries or illnesses that do not arise out of and in the course and scope of Carmel employment; or (c) physical condition.

The following shall apply in the event that any Carmel Employees may not receive an unconditional offer of employment to commence work with Monterey on January 1, 2012 due to (a) injury or illness arising out of and in the course and scope of duties; (b) physical injuries or illnesses that do not arise out of and in the course and scope of duties; or (c) physical condition:

- a. If the failure to receive such an offer is because the Carmel Employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course and scope of his duties, they shall be entitled to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments for the period of the disability, but not exceeding one year, or until they are retired on permanent disability retirement, all as provided in Labor Code section 4850, unless such

Exhibit F

person receives an unconditional offer of employment to commence work with Monterey prior to July 1, 2012.

- b. If the failure to receive such an offer is due to physical injuries or illnesses or physical condition that do not arise out of and in the course and scope of the Carmel Employee's duties, such employee has the right to be examined a second time by a physician retained by Monterey, as provided in Article VII of the Master Agreement. Each such person will remain an employee of Carmel until they either commence employment with Monterey or July 1, 2012, whichever occurs first. Following the commencement of fire services by Monterey, each such employee can use any accrued vacation and sick leave and once such paid time is exhausted, Carmel will place such employee(s) on unpaid leave. Such employee(s) will continue to receive all benefits as long as they are employed by Carmel.
6. **Promotional Recruitments.** Any Carmel Employee hired by Monterey shall have the right to compete in any Monterey promotional recruitment process for which he/she meets the minimum qualifications.
7. **Transfer of Personnel, Medical and Training Files.** Carmel Association acknowledges that Carmel Employees will be required to sign a "Waiver and Consent to Transfer" Carmel personnel, medical and training files in the form attached as Exhibit E to the Master Agreement. No Carmel Employee will receive an unconditional offer of employment from Monterey until he has signed the "Waiver and Consent to Transfer." The Parties hereby incorporate the provisions of said Exhibit E into this Agreement.
8. **Leave Accruals for January 2012.** Carmel Employees who commence employment with Monterey on January 1, 2012 will receive full Monterey leave accruals for the month of January 2012, with the holiday accrual paid in cash in lieu of the accrual of time off for that month.
9. **Layoffs.**
- a) Monterey guarantees that no Carmel Employees who had passed their probationary period with Carmel prior to being hired by Monterey shall be laid off from Monterey during the term of the Master Agreement or any extensions of it. This provision, a similar provision in Section C.2. of Exhibit B to the Agreement between the Cities of Pacific Grove and Monterey and the Firefighters' Associations of Pacific Grove and Monterey, and the City's Layoff Policy (in Section 25-13.03 of the Monterey City Code) shall be implemented as described in subsection 10.(b) below.

This provision shall not be interpreted to prevent Monterey from terminating a Carmel Employee through the Monterey disciplinary process.

Exhibit F

- b) In implementing any potential layoffs affecting employees represented by MFFA during the term of the Carmel Master Agreement or any extensions of it, the City's Layoff Policy in Section 25-13.03 of the Monterey City Code shall be implemented as follows.

The employees represented by MFFA will be placed in one of three groups: (1) Group 1 shall consist of all employees who were employed by Monterey in a position represented by MFFA as of December 15, 2008 and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Pacific Grove; (2) Group 2 shall consist of all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea who had passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey; and (3) Group 3 shall consist of all employees hired by Monterey following the date Monterey begins providing fire services pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea who had not passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey. Seniority within each group shall be established in accordance with Section 25-13.03 of the Monterey City Code.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, employee(s) in Group 3 will be subject to layoff first, followed by employee(s) in Group 1.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea, employee(s) in Group 3 will be subject to layoff first, followed by employee(s) in Group 2.

If position(s) filled by employees represented by MFFA are eliminated for reasons other than termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the Sea or termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, and both of said agreements are still in effect, then only employee(s) in Group 3 shall be subject to layoff.

If position(s) filled by employees represented by MFFA are eliminated for reasons other than termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the Sea or termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, and the Agreement to Provide Fire Services between

Exhibit F

the Cities of Monterey and Pacific Grove has previously been terminated, then employee(s) in Group 3 shall be subject to layoff first, followed by employee(s) in Group 1.

**Amendment #1 to the
Agreement to Provide Fire Services
between the Cities of Monterey and Carmel-by-the-Sea**

The Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea, initially authorized by Monterey City Council Resolution #11-159 and executed on November 16, 2011 ("Agreement") by and between the CITY OF MONTEREY, a municipal corporation (hereinafter "Monterey") and the CITY OF CARMEL-BY-THE-SEA, a municipal corporation (hereinafter "Carmel"), is hereby amended as follows:

Exhibit C to the Agreement is amended to adjust the budget projection model for the Fire Inspector position. Exhibit C, as amended, is attached hereto and replaces all prior versions of Exhibit C.

This Amendment is made pursuant to Section 9.1(b), Amendments to Agreement. All other remaining terms and conditions of the Agreement not specifically amended herein shall remain unchanged.

IN WITNESS WHEREOF, this Amendment is made and entered into this 1st day of November, 2014.

APPROVED AS TO FORM:

By: Christine Davi, City Attorney, City of Monterey

By: Don Freeman, City Attorney, City of Carmel-by-the-Sea

CITY OF MONTEREY, A Municipal Corporation

CITY OF CARMEL-BY-THE-SEA, A Municipal

By: Michael McCarthy, City Manager

By: Douglas J. Schmitz, City Administrator

Date: 1/11/2015

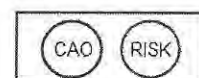
Date: 10 DEC. '14



Carmel Fire Services Agreement
Draft Fiscal Estimate
FY 2011-12
January 1 - June 30, 2012

Exhibit C

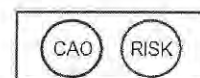
SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
Command & Support Staff:	10.750%								32.83%		
Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,503	\$ 8,711	\$ 2,969	\$ 12,016	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	3.35%	\$ 520	\$ 335			
									36.95%		
Asst. Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,069	\$ 8,429	\$ 3,493	\$ 12,948	
Mgmt. Incentive	10.750%	1	6	mo.	0.60	1.92%	\$ 251	\$ 162			
Longevity Pay	10.750%	1	6	mo.	0.65	10.25%	\$ 1,340	\$ 864			
									36.95%		
Division Chief	10.750%	3	6	mo.	1.94		\$ 11,359	\$ 21,980	\$ 9,030	\$ 35,695	
Mgmt. Incentive	10.750%	3	6	mo.	1.94	1.92%	\$ 218	\$ 422			
Chief Officer Differential	10.750%	3	6	mo.	1.54	3.00%	\$ 341	\$ 659			
Longevity Pay	10.750%	2	6	mo.	1.29	13.00%	\$ 1,477	\$ 1,965			
Special Assignment Pay	10.750%	3	6	mo.	1.94	5.00%	\$ 568	\$ 1,059			
									40.51%		
Deputy Fire Marshal	10.750%	1	6	mo.	0.65		\$ 9,141	\$ 5,896	\$ 2,903	\$ 10,006	
CEIP or EIP	10.750%	1	6	mo.	0.65	5.00%	\$ 457	\$ 295			
Longevity Pay	10.750%	1	6	mo.	0.65	15.76%	\$ 1,441	\$ 929			
Uniform allowance	10.750%	1	6	mo.	0.65		\$ 90	\$ 58			
									5.24%		
Fire Inspector	100.00%	0.5	6	mo.	3.00		\$ 6,975	\$ 20,925	\$ 1,095	\$ 22,022	
									35.37%		
Administrative Analyst	10.750%	1	6	mo.	0.65		\$ 7,117	\$ 4,591	\$ 1,655	\$ 6,334	
Management Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 137	\$ 88			
									40.58%		
Executive Assistant I	10.750%	1	6	mo.	0.65		\$ 4,847	\$ 3,126	\$ 1,269	\$ 4,395	
Fire Prevention Technician	10.750%	1	6	mo.	0.65		\$ 5,315	\$ 3,428	\$ 1,391	\$ 4,819	
SUBTOTAL: Command & Support Staff \$ 108,315											
Carmel Station:	100.00%								40.51%		
Fire Captain	100.00%	3	6	mo.	18.00		\$ 8,704	\$ 156,670	\$ 66,246	\$ 229,758	
CEIP or EIP	100.00%	2	6	mo.	12.00	5.00%	\$ 435	\$ 5,222			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 653	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 759	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									40.51%		
Fire Engineer	100.00%	3	6	mo.	18.00		\$ 7,516	\$ 135,256	\$ 55,470	\$ 192,386	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 376	\$ -			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 564	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 655	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									40.51%		
Fire Fighter	100.00%	3	6	mo.	18.00		\$ 7,160	\$ 128,872	\$ 52,867	\$ 183,359	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 537	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 624	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									40.51%		
Budgeted Relief Staffing:	0.000%								40.51%		
Fire Fighter	0.000%	0	6	mo.	0.00		\$ 7,160	\$ -	\$ -	\$ -	
EMT Differential	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
CEIP or EIP	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
Uniform allowance	0.000%	0	6	mo.	0.00		\$ 90	\$ -			
Estimated Salary Savings:	100.000%					E		\$ (32,016)	\$ (12,971)	\$ (44,987)	
SUBTOTAL: Fire Suppression Staff \$ 560,516											
Overtime/ Out of Class:											
OT- Div Chief - Operations	10.750%	3	200	hrs.	64.50		\$ 49	\$ 3,170		\$ 3,170	
OT- Deputy Fire Marshal	10.750%	1	50	hrs.	5.39		\$ 79	\$ 425		\$ 425	
OT- Carmel Station - Capt	100.00%	3	150	hrs.	450.00		\$ 57	\$ 25,581		\$ 25,581	
OT- Carmel Station - Eng	100.00%	3	150	hrs.	450.00		\$ 49	\$ 22,091		\$ 22,091	
OT- Carmel Station FF	100.00%	3	150	hrs.	450.00		\$ 47	\$ 21,042		\$ 21,042	
Out-of-Class Diff- Carmel Station	100.00%	6	0.5	yr.	3		\$ 400	\$ 1,200	\$ 436	\$ 1,686	
OT- Relief FF	0.000%	0	150	hrs.	0.00		\$ 47	\$ -		\$ -	
Out-of-Class Diff- Relief FF	0.000%	0	0.5	yr.	0		\$ 400	\$ -		\$ -	
SUBTOTAL: Overtime \$ 73,996											



**Carmel Fire Services Agreement
Draft Fiscal Estimate
FY 2011-12
January 1 - June 30, 2012**

Exhibit C

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
Other Personnel Costs:											
Medical Exams - HQ	10.75%	5	0.5	yr	0.3225		\$ 215	\$ 60	\$	\$ 60	
Medical Exams - Carmel Station	100.00%	5	0.5	yr	4.5		\$ 215	\$ 968	\$	\$ 968	
Medical Exams - Relief FF	0.00%	0	0.5	yr	0		\$ 215	\$ -	\$	\$ -	
Drug Screening - HQ	10.75%	5	0.5	yr	0.3225		\$ 65	\$ 21	\$	\$ 21	
Drug Screening - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 65	\$ 293	\$	\$ 293	
Drug Screening - Relief FF	0.00%	0	0.5	yr	0		\$ 65	\$ -	\$	\$ -	
Uniforms - Chief Officers	10.75%	5	6	mo	3.225		\$ 90	\$ 200	\$ 107	\$ 397	
Tuition Reimbursement - HQ	10.75%	9	0.5	yr	0.46375		\$ 100	\$ 48	\$	\$ 48	
Tuition Reimb - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 50	\$ 225	\$	\$ 225	
Tuition Reimb - Relief FF	0.00%	0	0.5	yr	0		\$ 50	\$ -	\$	\$ -	
Workers' Comp - HQ	10.75%	9.5	0.5	yr	0.51063		\$ 8,704	\$ 4,444	\$	\$ 4,444	
Workers' Comp - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 8,704	\$ 39,168	\$	\$ 39,168	
Workers' Comp - Relief FF	0.00%	0	0.5	yr	0		\$ 8,704	\$ -	\$	\$ -	
Holiday in lieu Pay:											
Division Chief	10.75%	3	20	hr/yr	6.45		\$ 62	\$ 400	\$	\$ 400	
Deputy Fire Marshal	10.75%	1	20	hr/yr	2.15		\$ 49	\$ 105	\$	\$ 105	
Carmel Station- Capt	100.00%	3	20	hr/yr	60.00		\$ 46	\$ 2,785	\$	\$ 2,785	
Carmel Station- Eng	100.00%	3	20	hr/yr	60.00		\$ 40	\$ 2,406	\$	\$ 2,406	
Carmel Station- FF	100.00%	3	20	hr/yr	60.00		\$ 38	\$ 2,292	\$	\$ 2,292	
FLSA Pay Carmel Station	100.00%		0.5	yr		2.83%	\$ 420,938	\$ 11,910	\$ 4,825	\$ 10,730	
Leave Payouts- Annual	10.75%		0.5	yr			\$ 56,615	\$ 6,066	\$	\$ 6,066	
Leave Payouts- Separation	10.75%		0.5	yr			\$ 81,200	\$ 8,729	\$	\$ 8,729	
SUBTOTAL: Other Personnel Costs										\$ 85,172	
SUBTOTAL: PERSONNEL SERVICES										\$ 827,998	
OPERATING EXPENSES	% Applied	No.	Funding Periods	Type Period	Total Periods	Note	Period Rate	Subtotal			TOTAL
Vehicle Operations:											
Command Vehicle (SUV)	10.75%	3	0.5	yr	0.16125		\$ 6,000	\$ 972			
Sedan - Prevention	10.75%	1	0.5	yr	0.05375		\$ 5,900	\$ 317			
Replacement accrual - SUV	10.75%	3	0.5	yr	0.3225		\$ 6,250	\$ 2,016			
Replacement accrual - Sedan	10.75%	1	0.5	yr	0.1075		\$ 4,500	\$ 484			
Subtotal: Vehicle Operations								\$ 3,789			
Risk Management:	10.75%	1	0.5	yr	0.05375		\$ 30,367	\$ 1,632			
Personal Protective Equipment											
PPE - HQ	10.75%	7	0.5	yr	0.69875		\$ 1,100	\$ 769			
PPE - Carmel Station	0.00%	9	0.5	yr	0		\$ 1,100	\$ -			
Subtotal: Personal Protective Equipment								\$ 769			
Information Technology:											
Annual IT Support - HQ	10.75%	1	0.5	yr	0.05375		\$ 83,500	\$ 4,488			
Initial IT Equipment - Carmel Sta	100.00%	1					\$ 31,000	\$ 31,000			
Annual IT Support - Carmel Sta	100.00%	1	0.5	yr	0.5	A	\$ 17,400	\$ 8,700			
Subtotal: Information Technology								\$ 44,188			
Services & Supplies:											
Services & Supplies - HQ	10.75%	1	0.5	yr	0.06375	B	\$ 70,000	\$ 3,763			
Services & Supplies - Carmel St.	0.00%	1	0.5	yr	0		\$ -	\$ -			
Subtotal: Services & Supplies								\$ 3,763			
HQ Office Space	10.75%	2450	6	mo	1,580		\$ 1.25	\$ 1,975			
Subtotal: Operating Expenses										\$ 56,116	
Subtotal: Personnel Services										\$ 827,998	
Grand Subtotal:										\$ 884,114	
C Administrative Charge: 4.34%										\$ 43,649	
D PERS Credit:										\$ (57,800)	
GRAND TOTAL:										\$ 869,963	



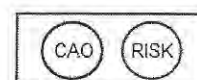
Carmel Fire Services Agreement
Draft Fiscal Estimate
FY 2011-12
January 1 - June 30, 2012

Exhibit C

EXCLUSIONS: This costing model assumes that Carmel will be responsible for all building costs related to the Carmel fire station, the fire apparatus and equipment in the station, and all personal protective equipment (PPE) for personnel assigned to the Carmel fire station. These items are more clearly delineated in the Agreement. As indicated in Note A below, it is assumed that Monterey will be responsible for the Fire Department computer and phone systems in the Carmel station. It is also assumed that Carmel will continue to pay the County for Fire Emergency Communications Dispatch charges.

NOTES:

- A: The estimated annual Information Technology (IT) charges are to support 3 computer workstations, a printer, 6 phones, and the software and network systems necessary for them to function as part of Monterey's Fire network.
- B: Admin Services & Supplies are for Fire Administration, Prevention, and Training.
- C: Monterey's Administrative Charge of 4.64% may be adjusted upon the mutual written agreement of the City Managers of both cities. The Administrative Charge includes, but is not limited to, Monterey's indirect costs relating to the services of its City Manager, City Clerk, City Attorney, Human Resources, and Finance functions.
- D: The Carmel PERC Credit shall be \$57,800 for each full Fiscal Year during the term of this Agreement or any extensions thereof, provided that this credit shall not continue after Fiscal Year 2028-29. The \$57,800 per year credit shall be prorated for any partial years.
- E: Estimate based on actual projected salary steps.





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

June 2, 2020
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie Waffle, AiCP – Acting Community Development Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of an Urgency Ordinance waiving the provision of Section 1318 of Ordinance No. 122 C.S. to adopt an annual resolution setting the value of improved off-street parking facilities.

RECOMMENDATION:

1. Request a reading of the title of the Ordinance.
2. Motion to waive further reading and adopt Urgency Ordinance No. 2020-003, waiving the provision of Section 1318 of Ordinance No. 122 C.S. for annual resolution setting the value of improved off-street parking facilities.

BACKGROUND/SUMMARY:

On December 8, 1965, the City Council adopted Ordinance No. 122 C.S. (**Attachment 1**) which established off-street parking requirements for the commercial districts of the City. The current parking requirements are listed below in Table 1. The reason for adopting Ordinance No. 122 C.S. was to require and develop off-street parking in the City's commercial zones for business owners and their employees. Creating more off-street parking would allow curbside spaces to remain available to customers and would reduce the impacts of employee parking in adjacent residential neighborhoods.

Table 1. Current Minimum Off-Street Parking Requirements

TABLE A: MINIMUM PARKING REQUIREMENTS					
Land Use	Basis for Requirement	Land Use District Parking Factors			
		CC	SC	RC	R4
Permanent Residential Use	Spaces per Unit	1	1	1.5	1.5
Affordable Housing for Moderate-, Low- or Very Low-Income	Spaces per Dwelling Unit	1/2	1/2	1/2	1/2
Senior Housing, Cooperative Housing or Group Care Facilities	Spaces per Dwelling Unit	1/3	1/3	1/3	1/3
	Guest Spaces per Each Four Full Units	1	1	1	1
Nursing Home or Other Resident Care Facility	Spaces per Patient or Resident	N/A	1/3	1/3	1/3
Commercial Retail or Service Uses Not Otherwise Specified in this Table	Spaces per 600 Square Feet of Commercial Floor Area or per Business/Shop Space, Whichever is Greater	1	1	1	1
SIC 701: Hotels and Motels	Spaces per Rental Unit, Including Manager's Unit	1	1	1	1

In addition to creating minimum parking requirements, Ordinance No. 122 C.S. established a formula for calculating the value of a parking in-lieu fee for properties that could not provide the required number of off-street parking spaces.

The Ordinance further established that, no less frequently than annually, the City Council shall establish by Resolution the value of the parking in-lieu fee based on the value of improved parking facilities on a per stall basis. The funds collected are deposited into a special fund to be used by the city to develop off-street public parking in or near the business district. The current parking in-lieu fee fund balance is \$714,000.

Historically, as property values and construction costs have increased, the parking in-lieu fee has also increased. Table 2 below provides a history of those increases.

Table 2. Historical Data on Adopted In-Lieu Parking Fees

Table 2. Historical Data on Adopted In-Lieu Parking Fees

<u>Date Established</u>	<u>Authority</u>	<u>Amount</u>
August 8, 1972	Resolution No. 2929	\$4,500
June 5, 1973	Resolution No. 3013	\$6,500
April 6, 1976	Resolution No. 76-13	\$8,000
October 3, 1977	Resolution No. 77-98	\$13,750
September 30, 1980	Ordinance No. 80-14	\$18,936
June 4, 1985	Resolution No. 85-40	\$20,865
November 7, 1989	Resolution No. 89-133	\$25,328
December 8, 1992	Resolution No. 92-107	\$27,520
December 7, 1999	Resolution No. 99-145	\$49,980
May 19, 2003	Resolution No. 2003-72	\$54,080

The formula for calculating the value of the in-lieu parking fee has been codified in Section 17.38.040 of the City's Municipal Code (**Attachment 2**) and is also part of the City's certified Local Coastal Plan. The in-lieu parking fee formula is summarized as follows:

- Current construction costs of public parking garages with a Type I or Type II fire resistance (refer to **Attachment 3**);
- Multiplied by the regional modifier for the San Francisco area (1.75 has been used historically in Carmel); and
- Increased by 50 percent to reflect land costs.

The resulting factor is multiplied by 400 square feet per in-lieu parking stall to determine the total amount of the fee to be charged. A fee reduction of 25 percent is granted for parking spaces required for newly established residential dwelling units.

The parking in-lieu fee is adjusted based on the adopted Building Codes in effect at the time of review. On March 3, 2020 the City Council adopted the 2019 editions of the California Building Codes. Based on staff's review, it appears that the parking in-lieu fee has not been updated since the 2001 edition of the California Building Codes.

Proposed Parking In-Lieu Fee

Staff calculated the cost per square foot for a parking structure based on the February 2020 Building Valuation Data table published by the International Code Council (ICC). A parking structure with an S-2 Group Occupancy has an average Type I/II construction cost of \$100.04 per square foot. The following is a summary of the calculation:

Construction Cost/Square Foot for a Type I/Type II Parking Garage (\$100.04) x Regional Modifier (1.75) + Land Cost (50%) x 400 Square Feet = Cost of In-Lieu Fee/parking space

$\$100.04 \times 1.75 = \$175.07 \times 50\% = \$87.54$

$\$175.07 + \$87.54 = \$262.61$

$\$262.61 \times 400 \text{ SF} = \$105,044 \text{ per parking space}$

Table 3 provides the amount of parking in-lieu fees for up to 5 stalls based on the updated value of the fee. The in-lieu fee is collected at the time a building permit is issued for the project or at issuance of a business license if no building permit is required.

Table 3. Parking In-Lieu Fees

No. of Parking Stalls	Parking In-Lieu Fee
1	\$105,044
2	\$210,088
3	\$315,132
4	\$420,176
5	\$525,220

May 5, 2020 City Council Meeting

At the May meeting the City Council was provided with five options regarding the current parking in-lieu fee program:

Option No. 1. Consider adopting a Resolution updating the parking in-lieu fee based on the 2019 California Building Codes. This option would have increased the in-lieu fee from the current rate of \$54,080 per space to \$105,044 per space.

Option No. 2. Consider adopting an urgency ordinance to defer updating the fee and maintain the current rate of \$54,080 per space.

Option No. 3. Consider modifications to the current formula to change the way the fee is calculated.

Option No. 4. Consider eliminating the parking in-lieu fee altogether.

Option No. 5. Provide other direction, as determined by the Council.

The City Council chose option 2 and directed staff to return with an urgency ordinance to defer taking action on updating the value of the parking in-lieu fee. The current fee of \$54,080 will remain in place.

Draft Urgency Ordinance

The draft Urgency Ordinance (**Attachment 4**) suspends the provisions of Section 1318 of Ordinance No. 122 C.S. (**Attachment 1**) which states, "Not less often than annually the City Council shall establish by resolution the value of improved off-street parking facilities in the city on a per parking stall basis." The suspension of Section 1318 under this urgency ordinance would remain in place until such time that the City Council determines that adoption of annual resolutions are in the best interests of the city. Approval of the urgency ordinance requires approval by four-fifths of the council.

Environmental Review

Staff recommends that this urgency ordinance be found exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Urgency Ordinance maintains the status quo and prevents changes in the environment pending the completion of the contemplated municipal code review. Because there is no possibility that this Urgency Ordinance may have a significant adverse effect on the environment, the adoption of this Urgency Ordinance is exempt from CEQA.

FISCAL IMPACT:

The parking in-lieu fees collected are placed in a dedicated fund to be used by the city to develop off-street parking available to the general public in or near the business district. Updating the fee based on the 2019 California Building Codes would have resulted in the in-lieu fee increasing from \$54,080 to \$105,044 per parking space. Deferring the fee update may result in fewer fees collected during the deferment period.

PRIOR CITY COUNCIL ACTION:

The City Council adopted Resolution 2003-72 on June 3, 2003 establishing the parking in-lieu fee at \$54,080 based on the 2001 California Building Codes. On May 5, 2020, the City Council directed staff to prepare an Urgency Ordinance that would defer taking action on updating the value of the parking in-lieu fee.

ATTACHMENTS:

- Attachment 1 - Ordinance No. 122 C.S. (Dec. 14, 1965)
- Attachment 2 - CMC Section 17.38.040 (Parking In-Lieu Fee Program)
- Attachment 3 - Building Valuation Table (Feb. 2020)
- Attachment 4 - Urgency Ordinance 2020-003

AN ORDINANCE ESTABLISHING OFF-STREET PARKING REQUIREMENTS FOR THE
COMMERCIAL ZONING DISTRICTS OF THE CITY

THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES ORDAIN as follows:

Section 1. That the Municipal Code be, and the same is hereby amended by the addition of a new article to Part X, Division 1 thereof, which shall read as follows:

ARTICLE 7A - OFF-STREET PARKING REQUIREMENTS FOR ZONING DISTRICTS
C-1-C, C-1-L, C-1-S, and C-2.

1315. PURPOSE. To require off-street parking for vehicles ^{Attachment 1} used by owners or employees of businesses in the city's commercial zones so as to leave street parking more available to customers in the commercial zones and less burdened by the parking of owner or employee vehicles in adjacent residential zones.

1315.1 EXCEPTION. The provisions of this article shall not apply to structures to the extent they are devoted to multiple dwelling use.

1315.2 OFF STREET PARKING REQUIRED. Sufficient off-street parking to comply with this Article by A to H occupancies, inclusive, shall be provided for all of the following:

- a. Any new structures.
- b. All of the floor space of an addition to an existing structure.
- c. All of any increase in floor space within an existing structure.
- d. All of any existing structure where, within any 12-month period, alterations, remodeling, repairs or additions exceed in cost 50% of the value of the structure.

1315.3 BASIS OF FORMULA TO DETERMINE AMOUNT OF OFF-STREET PARKING.
It is hereby determined that the interior floor space of a structure reasonably relates to the number of persons working in such structure and that the number of such workers is generally greater on the upper or second story of a structure than on the ground floor.

1315.4 GROUND FLOOR AND SECOND OR UPPER FLOOR DEFINED. A ground floor is defined as that which takes its access from, or approximately from, street level, even though it may have another floor below it, or a similar ground floor above it.

A second or upper floor is defined as one that is directly above a ground floor but which does not have a direct access onto street level, and where access to such floor is through, alongside of or inside of an existing ground floor. With the further provision that any structure where the building is elevated above street level to full story height to provide parking under or within it, or is elevated for the purpose of evading the parking requirements of a second or upper floor, such floor level shall be defined as an upper or second floor.

1315.5 EXCLUSION OF CERTAIN FLOOR AREAS IN COMPUTING AMOUNT OF PARKING. No floor area of a structure, provided for, or regularly devoted to, the parking of vehicles, or for access to such parking areas shall be included in the floor area figures used to compute the minimum required parking for a site.

1315.6 APPLICATION OF FORMULA TO NEW AND ALTERED STRUCTURES. In determining the quantity of off-street parking required, the entire interior floor space of each of the following shall be considered:

- a. Any new structure.
- b. All of the floor space of an addition to an existing structure.
- c. All of any increase in floor space within an existing structure.
- d. All of any existing structure where, within any 12-month period, alterations, remodeling, repairs or additions exceed in cost 50% of the value of the structure.

1315.7 FORMULA TO DETERMINE AMOUNT OF OFF-STREET PARKING REQUIRED. For each structure there shall be provided off-street parking spaces in the following relation to the interior floor space of the structure:

<u>FLOOR AREA</u>	<u>GROUND FLOOR</u>	<u>SECOND & UPPER FLOOR</u>
The first 6,000 sq. ft.	One space for the first 2,000 sq. ft. or major fraction thereof. One space for each additional 2,000 sq. ft., or major fraction thereof.	One space for each 1,000 sq. ft., or major fraction thereof.

<u>FLOOR AREA</u>	<u>GROUND FLOOR</u>	<u>SECOND & UPPER FLOOR</u>
From 6,001 through 9,000 sq. ft.	One space for each 1,500 sq. ft. or major fraction thereof.	Same
For all additional sq. ft. over 9,000.	One space for each 1,000 sq. ft. or major fraction thereof.	Same

1315.8 LOCATION OF OFF-STREET PARKING - GENERAL. Unless the Board of Adjustments has granted a variance waiving the location of off-street parking on the site, required off-street parking shall be provided on the building site of the structure in all zones affected by this article except zoning district C-1-C. In zoning district C-1-C, the off-street parking will be provided off the building site unless a use permit is obtained from the Board of Adjustments permitting it on site.

Off-street parking, whether on the building site, or provided off-site, shall be subject to design review in accordance with the provisions of Article 8B of this division.

1315.9 STANDARDS FOR PERMITTING OFF-STREET PARKING ON THE BUILDING SITE IN DISTRICT C-1-C. On site parking may be permitted as a conditional use by the Board of Adjustments provided such Board, in addition to such other findings as may be required by law, makes the following findings:

- a. That the installation of a driveway over the sidewalk will not constitute a serious hazard to pedestrian use of the sidewalk.
- b. That the facility involved will provide sufficient parking to warrant the introduction of such a driveway.
- c. That the actual parking facility will be either underground, or so related to the street frontage that it will not create an undesirable visual effect from the street, or within the block.
- d. That the potential of the block to develop into inner courts and walkways is not destroyed, or that when such potential does develop, the parking facility will be relocated.
- e. That the traffic pattern along the street will not be adversely affected.
- f. That the proposed driveway access is not in violation of other ordinances of the city.

1316.

STANDARDS FOR PERMITTING OFF STREET PARKING OFF OF THE BUILDING SITE IN ALL AFFECTED DISTRICTS EXCEPT DISTRICT C-1-C.

The location of the required parking on the building site may be waived in all affected districts except District C-1-C upon a variance granted by the Board of Adjustments provided such Board, in addition to such other findings as may be required by law, finds at least one of the following fact situations exists:

- a. That the site has 5,000 square feet or less, with less than fifty (50) feet frontage on the street, which site was not part of a larger site in the same ownership on the effective date of this article.
- b. That several adjacent property owners, acting cooperatively, propose a development plan which will provide the required parking; in accordance with the standards set up for such parking; on part of ~~the~~ ^{Attachment 1} several sites, or within the block involved.
- c. That the conditions of existing driveways for service stations, parking lots, etc., have taken an appreciable percentage of curb space from limited time parking along a street between two cross streets.
- d. That topography, peculiar conditions of a site, or permanent development already existing on the site make the location of on-site parking impractical.

1317.

OFF-SITE OFF-STREET PARKING.

In cases where off-site parking is required or permitted, it shall be located within the immediate shopping area of the site and not more than six hundred (600) feet from the building site of the structure, and legally committed to provide parking for the structure for the life of the structure. The legal commitment shall be of such a nature that it cannot be withdrawn with or without cause for the life of the structure without the consent of the city.

1318.

IN LIEU OFF-STREET PARKING.

Not less often than annually the City Council shall establish by resolution the value of improved off-street parking facilities in the city on a per parking stall basis. In cases where off-site parking is required or permitted but suitable off-site parking is not obtained by the owner of the structure involved, the off-street parking requirement of such structures may be satisfied by a payment in cash to the city in the amount per parking space required as established by such resolution. Such funds so collected by the city shall be deposited in a special fund and used by the city to develop off-street parking available to the general public in or near the business district of the city.

Section 2. EFFECTIVE DATE. This ordinance shall become effective

thirty (30) days after its final passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Carmel by the Sea this 14th day of December, 1965, by the following vote:

AYES: COUNCILMEN: Buffington, Grant, Norberg, Whittlesey, Blanks.

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: None

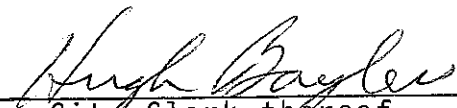
APPROVED:

Attachment 1



Mayor of Said City

ATTEST:



City Clerk thereof.

17.38.040 Parking In-Lieu Fee Program.

When parking adjustments have been authorized by the Planning Commission in conformance with CMC 17.38.030(C), required parking may be satisfied by the payment to the City of in-lieu fees. Funds collected by the City from such payments shall be deposited in a specific fund and used by the City to acquire and/or develop off-street parking. Such parking shall be available to the public and shall be in or near the business district of the City. Funds paid to the City for in-lieu parking shall not be refundable in the event of destruction or removal of the structure or land use for which the funds were paid, but shall run with the land. The City shall maintain a record of all spaces credited to each property including all spaces paid through in-lieu fees, spaces physically provided on each property and all spaces represented by the existing parking nonconformity on each site.

A. Payment of In-Lieu Fees. All in-lieu parking fees shall be paid prior to the issuance of the first permit (any business license or building permit) for which the in-lieu fees are required with one exception. The only exception arises when the number of in-lieu parking spaces exceeds five, in which case at least 40 percent of the total in-lieu fees shall be paid prior to the issuance of the project permit or license and the remaining balance shall accrue interest at the prime interest rate fixed on the date the first permit or license is issued. Any fees, including interest that will be subject to such delayed payments shall be evidenced by a promissory note. This promissory note shall provide for the payment of attorney's fees and costs to the prevailing party and shall be secured by a deed of trust.

B. Determination of Value of Parking In-Lieu Fees. The amount to be charged for an in-lieu parking space shall be determined by using the current construction costs of public garages having Type I or Type II fire resistance and the regional modifier for the San Francisco area as supplied by the "Building Standards" of the International Conference of Building Officials and a factor representing land costs. Four hundred square feet shall be used as the necessary area for a car to park and have maneuvering room with ingress and egress. The current construction costs per square foot shall be multiplied by the modifier to determine the cost per square foot to construct the parking space. The cost of constructing the parking space shall then be increased by 50 percent to reflect land cost. This total shall be the fee paid for each full in-lieu parking space. A fee reduction of 25 percent shall be allowed for parking spaces required for newly established residential dwelling units. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

Building Valuation Data – FEBRUARY 2020

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2020. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$177.38/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$177.38/sq. ft x 0.0075
= \$21,286

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

Attachment 3

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family ^d	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$22.45 per sq. ft.

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

URGENCY ORDINANCE NO. 2020-003

**AN URGENCY ORDINANCE WAIVING A PROVISION OF SECTION 1318 OF
ORDINANCE NO. 122 C.S. FOR AN ANNUAL RESOLUTION SETTING VALUE OF
IMPROVED OFF-STREET PARKING FACILITIES**

WHEREAS, in December 2019, reports began spreading worldwide about a flu-like virus first found in China that was significantly more deadly than the flu generally, with the virus becoming known as the Coronavirus (“COVID-19”); and

WHEREAS, on March 4, 2020, a State of Emergency was proclaimed by Governor Gavin Newsom; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) classified the spread of COVID-19 internationally as a global pandemic; and

WHEREAS, Governor Gavin Newsom has issued multiple Executive Orders due to COVID-19 which have significantly impacted individuals and the operations of businesses and local governments including shelter in place Orders; and

WHEREAS, the Monterey County Public Health Officer has issued multiple Orders due to COVID-19 which have also significantly impacted individuals and the operations of businesses and local governments including shelter in place Orders; and

WHEREAS, the Governor and the Monterey County Public Health Officer have issued Orders which will allow limited reopening of businesses, but the ability of businesses to reopen and the timing on reopening and the extent of operations upon reopening is not currently known; and

WHEREAS, the impacts to local governments caused by COVID-19 have included, but are not limited to, financial impacts which have significantly limited the resources available to local governments to function at the same level of service as provided prior to COVID-19; and

WHEREAS, Section 1318 of Ordinance No. 122 C.S. of the City of Carmel by the Sea provides for an annual resolution setting the value of improved off-street parking facilities; and

WHEREAS, in order to reduce the demand on the City’s limited resources, this Urgency Ordinance is being proposed to suspend the provisions of Section 1318 of Ordinance No. 122 C.S. in regard to adopting an annual resolution setting the value of improved off-street parking facilities until such time as the City Council determines the adoption of such annual resolutions are in the best interests of the City; and

WHEREAS, based upon the foregoing, the City Council finds pursuant to Government Code Section 36937 (b) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL- BY-THE-SEA DOES ORDAIN AS FOLLOWS:

Section 1: Incorporation of Findings. The City Council of the City of Carmel- by-the-Sea incorporates the findings above by reference as though fully set forth here.

Section 2: Codification. This Ordinance shall not be codified in the Carmel-by-the-Sea Municipal Code.

Section 3: CEQA/Environmental Findings. The City Council exercises its independent judgment and finds that this Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Urgency Ordinance maintains the status quo and prevents changes in the environment pending the completion of the contemplated municipal code review. Because there is no possibility that this Urgency Ordinance may have a significant adverse effect on the environment, the adoption of this Urgency Ordinance is exempt from CEQA.

Section 4: Off-Street Parking.

A. Section 1318 of Ordinance No. 122 CS of the City of Carmel by the Sea provides for an annual resolution setting the value of improved off-street parking facilities.

B. Due to the impacts of COVID 19 on City resources both currently and projected for the foreseeable future, the City Council hereby suspends the provision of Section 1318 of Ordinance No. 122 CS of the City of Carmel-by-the-Sea for an annual resolution setting the value of improved off-street parking facilities until such time as the City Council determines the adoption of such annual resolutions are in the best interests of the City.

Section 5: Severability. If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Urgency Ordinance. The City Council declares that it would have passed this Urgency Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Urgency Ordinance would be subsequently declared invalid or unconstitutional.

Section 6: Effective Date and Duration. This Urgency Ordinance enacted under California Government Code Section 36937 will take effect immediately upon adoption by a four fifths (4/5) vote of the City Council. This Urgency Ordinance will remain in effect until rescinded by the City Council.

Section 7: Publication. The City Clerk is directed to certify this Urgency Ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL BY-THE-SEA this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk



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

**June 2, 2020
ORDERS OF BUSINESS**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Verbal report on Coronavirus ("COVID-19") issues

RECOMMENDATION:

The City Administrator will give a verbal report on Coronavirus ("COVID-19") issues. City Council will ask questions of staff, receive public comment, discuss Coronavirus ("COVID-19") issues and provide direction to the City Administrator as appropriate.

BACKGROUND/SUMMARY:

In December 2019 and January 2020, reports began spreading worldwide of a flu-like virus first found in China, that was more deadly than the flu generally, with the virus becoming known as the Coronavirus ("COVID-19").

On or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19.

On March 6, 2020, the County Administrative Officer of Monterey County ("County CAO") proclaimed a Local Emergency due to the threat of COVID-19 in the County.

On March 11, 2020, the World Health Organization ("WHO") classified the spread of COVID-19 internationally as a global pandemic.

On March 12, 2020, based on these events, the City Administrator of the City of Carmel-by-the-Sea, acting in his capacity as the Director of Emergency Services for the City, declared the existence of a local emergency within the City.

On March 13, 2020, the City Council adopted Resolution 2020-021 ratifying the City Administrator's Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19").

On March 17, 2020, the Monterey County Health Officer issued a Shelter in Place Order.

On April 3, 2020, the Monterey County Health Officer issued an updated Shelter in Place Order which further restricted activities in Monterey County.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

On March 13, 2020, the City Council adopted Resolution 2020-021 ratifying the City Administrator's Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19").

On March 30, 2020, the City Council adopted a Resolution ratifying Order No. 20-1 Staying Evictions.

ATTACHMENTS:

Monterey County Health Officer Shelter in Place Order, 4-3-2020

**ORDER OF THE HEALTH OFFICER
OF THE COUNTY OF MONTEREY (1) DIRECTING
ALL INDIVIDUALS LIVING IN THE COUNTY TO CONTINUE
SHELTERING AT THEIR PLACE OF RESIDENCE EXCEPT FOR
ESSENTIAL NEEDS; (2) CONTINUING TO EXEMPT HOMELESS
INDIVIDUALS FROM THE ORDER BUT URGING GOVERNMENT
AGENCIES TO PROVIDE THEM SHELTER AND HAND SANITATION
FACILITIES; (3) LIMITING TRAVEL FOR OUTDOOR RECREATION
ACTIVITIES AND RESTRICTING ACCESS TO RECREATION AREAS;
(4) REQUIRING ESSENTIAL BUSINESSES TO IMPLEMENT SOCIAL
DISTANCING PROTOCOLS; (5) CLARIFYING AND FURTHER
LIMITING ESSENTIAL BUSINESS ACTIVITIES, INCLUDING
CONSTRUCTION; AND (6) DIRECTING ALL BUSINESSES AND
GOVERNMENT AGENCIES TO FURTHER CEASE NON-ESSENTIAL
OPERATIONS**

DATE OF ORDER: APRIL 3, 2020

Please read this Order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295, *et seq.*; and Cal. Penal Code §§ 69, 148(a)(1).

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE HEALTH OFFICER OF THE COUNTY OF MONTEREY ("HEALTH OFFICER") ORDERS:

1. This Order supersedes the March 17, 2020 Order of the Health Officer (as amended March 20, 2020) directing all individuals to shelter in place ("Prior Shelter Order"). This Order clarifies, strengthens, and extends certain terms of the Prior Shelter Order to increase social distancing and further reduce person-to-person contact in order to further slow transmission of Novel Coronavirus Disease 2019 ("COVID-19"). As of the effective date and time of this Order set forth in Section 16 below, all individuals, businesses and government agencies in the County of Monterey ("County") are required to follow the provisions of this Order.
2. The intent of this Order is to ensure that the maximum number of people shelter in their places of residence to the maximum extent feasible to slow the spread of COVID-19, and mitigate the impact of the COVID-19 pandemic on delivery of critical healthcare services to those in need. All provisions of this Order must be interpreted to effectuate this intent. Failure to comply with any of the provisions of this Order constitutes an imminent threat

Order of the Monterey County Health Officer
to Shelter in Place

and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.

3. All individuals currently living within the County are ordered to shelter at their place of residence. They may leave their residence only for Essential Activities, Essential Governmental Functions, to work for Essential Businesses, or to perform Minimum Basic Operations for non-essential businesses, all as defined in Section 13. Individuals experiencing homelessness are exempt from this Section, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to, as soon as possible, make such shelter available and provide handwashing or hand sanitation facilities to persons who continue experiencing homelessness.
4. When people need to leave their place of residence for the limited purposes allowed in this Order, they must strictly comply with Social Distancing Requirements as defined in Section 13.k, except as expressly provided in this Order.
5. All businesses with a facility or outdoor work areas in the County, except Essential Businesses, as defined in Section 13.f, are required to cease all activities at such facilities or work areas located within the County except Minimum Basic Operations, as defined in Section 13.g. For clarity, all businesses may continue operations consisting exclusively of owners, employees, volunteers, or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. However, Essential Businesses are directed to maximize the number of employees who work from home. Essential Businesses may only assign those employees who cannot perform their job duties from home to work outside the home. All Essential Businesses shall prepare, post, and implement a Social Distancing Protocol at each of their facilities or outdoor work areas at which they are maintaining operations, as specified in Section 13.h. Businesses that include an Essential Business component at their facilities alongside non-essential components must, to the extent feasible, scale down their operations to the Essential Business component only; provided, however, that mixed retail businesses that are otherwise allowed to operate under this Order may continue to stock and sell non-essential products. Essential businesses must follow industry-specific guidance issued by the Health Officer related to COVID-19.
6. All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes expressly permitted in this Order. Nothing in this Order prohibits members of a single household or living unit from engaging in Essential Travel or Essential Activities together.
7. All travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except Essential Travel, as defined below in Section 13.i, is prohibited. People may use public transit only for purposes of performing Essential Activities or to travel to and from work to operate Essential Businesses, maintain Essential Governmental Functions, or to perform Minimum Basic Operations at non-essential businesses. Transit agencies and people riding on public transit must comply

with Social Distancing Requirements, as defined in Section 13.k, to the greatest extent feasible. This Order allows travel into or out of the County only to perform Essential Activities, operate Essential Businesses, maintain Essential Governmental Functions, or perform Minimum Basic Operations at non-essential businesses.

8. This Order is issued based on evidence of increasing occurrence of COVID-19 within the County and throughout neighboring counties (especially in the San Francisco Bay Area), scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the County places that population at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 disease in the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the County. Making the problem worse, some individuals who contract the virus causing the COVID-19 disease have no symptoms or have mild symptoms, which means they may not be aware they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the infection, and because evidence shows the infection is easily spread, gatherings and other interpersonal interactions can result in transmission of the virus. This public health emergency has worsened since the County issued the Prior Shelter Order on March 17, 2020, with increasing numbers of confirmed cases, hospitalizations, and deaths, and increasing strain on health care resources. At the same time, evidence suggests that the restrictions on mobility and social distancing requirements imposed by the Prior Shelter Order are slowing the rate of increase in community transmission and confirmed cases by limiting interactions among people, consistent with scientific evidence of the efficacy of similar measures in other parts of the country and world. The scientific evidence shows that at this stage of the emergency, it remains essential to continue to slow virus transmission as much as possible to protect the most vulnerable, to prevent the health care system from being overwhelmed, and to prevent deaths. Extension of the Prior Shelter Order and strengthening of its restrictions are necessary to further reduce the spread of the COVID-19 disease, preserving critical and limited healthcare capacity in the County and advancing toward a point in the public health emergency where transmission can be controlled.
9. This Order is also issued in light of the existence, as of the morning of April 3, 2020, of 53 cases of COVID-19 and 2 deaths in the County, as well as exponential increase in the number of confirmed cases in the neighboring seven Bay Area jurisdictions that issued similar Orders, including a significant and increasing number of suspected cases of community transmission and likely further significant increases in transmission. This Order is necessary to slow the rate of spread, and the Health Officer will re-evaluate it as further data become available.
10. This Order is issued in accordance with, and incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom, the March 6, 2020, Declaration of Local Emergency by the County Administrative Officer,

Order of the Monterey County Health Officer
to Shelter in Place

the March 10, 2020 Resolution of the Board of Supervisors Ratifying and Extending the Declaration of a Local Emergency, and the March 13, 2020 declaration of national emergency by the President of the United States.

11. This Order is issued in light of evidence that the Prior Health Order has been generally effective in increasing social distancing, but that at this time additional restrictions are necessary to further mitigate the rate of transmission of COVID-19, to prevent the health care system from being overwhelmed, and prevent death. This Order comes after the release of substantial guidance from the Centers for Disease Control and Prevention, the California Department of Public Health, and other public health officials throughout the United States and around the world, including an increasing number of orders imposing similar social distancing requirements and mobility restrictions to combat the spread and harms of COVID-19. The Health Officer will continue to assess the quickly evolving situation and may modify or extend this Order, or issue additional Orders, related to COVID-19, as changing circumstances dictate.
12. This Order is also issued in light of the March 19, 2020 Order of the State Public Health Officer (the “State Shelter Order”) , which set baseline statewide restrictions on non-residential business activities effective until further notice, as well as the Governor’s March 19, 2020 Executive Order N-33-20 directing California residents to follow the State Shelter Order. The State Shelter Order was complementary to the Prior Shelter Order. This Order adopts in certain respects more stringent restrictions addressing the particular facts and circumstances in this County, which are necessary to control the public health emergency as it is evolving within the County, Central Coast and the greater Bay Area. Without this tailored set of restrictions that further reduces the number of interactions between persons, scientific evidence indicates that the public health crisis in the County will worsen to the point at which it may overtake available health care resources within the County and increase the death rate. Also, this Order enumerates additional restrictions on non-work-related travel not covered by the State Shelter Order, including limiting such travel to performance of Essential Travel or Essential Activities; sets forth mandatory Social Distancing Requirements for all individuals in the County when engaged in activities outside their residences; and adds a mechanism to ensure that Essential Businesses comply with the Social Distancing Requirements. Where a conflict exists between this Order and any state public health order related to the COVID-19 pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080 and the Health Officer Practice Guide for Communicable Disease Control in California, except where the State Health Officer may issue an order expressly directed at this Order and based on a finding that a provision of this Order constitutes a menace to public health, any more restrictive measures in this Order continue to apply and control in this County.

13. Definitions and Exemptions.

- a. For the purposes of this Order, individuals may leave their residence only to perform the following “Essential Activities.” However, people at high risk of

severe illness from COVID-19 and people who are sick are strongly urged to stay in their residence to the extent possible, except as necessary to seek or provide medical care or Essential Governmental Functions. Essential Activities are:

- i. To engage in activities or perform tasks important to their health and safety, or to the health and safety of their family or household members (including pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, or visiting a health care professional, including a veterinarian.
- ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, products needed to work from home, or products necessary to maintain the habitability, sanitation, and operation of residences.
- iii. To engage in outdoor recreation activity, including, by way of example and without limitation, walking, hiking, bicycling, and running, in compliance with Social Distancing Requirements and with the following limitations:
 1. Outdoor recreation activity at parks, beaches, and other open spaces must be in conformance with any restrictions on access and use established by the Health Officer, a government agency, or other entity that manages such area, to reduce crowding and risk of transmission of COVID-19. Such restrictions may include, but are not limited to, restricting the number of entrants, closing the area to vehicular access and parking, or closure to all public access;
 2. Use of recreational areas with high-touch equipment or that encourage gathering, including, but not limited to, playgrounds, outdoor gym equipment, picnic areas, dog parks, and barbecue areas, is prohibited outside of residences, and all such areas shall be closed to public access including by signage and, as appropriate, by physical barriers;
 3. Use of shared facilities for recreational activities outside of residences, including, but not limited to, golf courses, tennis and pickle ball courts, rock parks, climbing walls, pools, spas, saunas, shooting and archery ranges, gyms, disc golf, team sports fields and basketball courts is prohibited and those areas must be closed for recreational purposes, including by signage and, as appropriate, by physical barriers. Such facilities may be repurposed during the emergency to provide essential services needed to address the COVID-19 pandemic; and
 4. Sports or activities that include the use of shared equipment may only be engaged in by members of the same household or living unit.

- iv. To perform work for an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations, as defined in this Section.
 - v. To provide necessary care for a family member or pet in another household who has no other source of care.
 - vi. To attend a funeral with no more than 10 individuals present.
 - vii. To move residences, but only if it is not possible to defer an already planned move, if the move is necessitated by safety, sanitation, or habitability reasons, if the move is necessary to preserve access to shelter, or necessary to secure employment in an essential service. When moving into or out of the Monterey Bay region, individuals are strongly urged to quarantine for 14 days. To quarantine, individuals should follow the guidance of the United States Centers for Disease Control and Prevention.
- b. For the purposes of this Order, individuals may leave their residence to work for, volunteer at, or obtain services at “Healthcare Operations,” including, without limitation, hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. “Healthcare Operations” also includes veterinary care and all healthcare services provided to animals. This exemption for Healthcare Operations shall be construed broadly to avoid any interference with the delivery of healthcare, broadly defined. “Healthcare Operations” excludes fitness and exercise gyms and similar facilities.
- c. For the purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operation and maintenance of “Essential Infrastructure,” including agriculture, airports, utilities (including water, sewer, gas, and electrical), oil and gas production and refining, energy production and supply, roads and highways, public transportation, solid waste facilities (including collection, removal, disposal, and processing facilities), cemeteries, mortuaries, crematoriums, and telecommunications systems (including the provision of essential global, national, and local infrastructure for internet, computing services, business infrastructure, communications, and web-based services).
- d. For the purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order to the extent they are performing those essential services. Further, nothing in this Order shall prohibit any individual from performing or accessing “Essential Governmental Functions,” as determined by the governmental entity performing those functions in the County. Each governmental entity shall identify and designate appropriate employees,

volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions, including the hiring or retention of new employees or contractors to perform such functions. Each governmental entity and its contractors must employ all necessary emergency protective measures to prevent, mitigate, respond to and recover from the COVID-19 pandemic, and all Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements to the greatest extent feasible.

- e. For the purposes of this Order, a “business” includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure.
- f. For the purposes of this Order, “Essential Businesses” are:
 - i. Those businesses listed as “Essential Infrastructure;”
 - ii. Healthcare Operations and businesses that operate, maintain, or repair Essential Infrastructure;
 - iii. Grocery stores, certified farmers’ markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of unprepared food, canned food, dry goods, non-alcoholic beverages, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, as well as hygienic products and household consumer products necessary for personal hygiene or the habitability, sanitation, or operation of residences. The businesses included in this subparagraph (iii) include establishments that sell multiple categories of products provided that they sell a significant amount of essential products identified in this subparagraph, such as liquor stores that also sell a significant amount of food.
 - iv. Any form of cultivation of products for personal consumption or use, including farming, ranching, livestock, and fishing; and associated activities, including but not limited to, activities or businesses associated with planting, growing, harvesting, processing, cooling, storing, packaging, and transporting such products, or the wholesale or retail sale of such products, provided that, to the extent possible, such businesses comply with Social Distancing Requirements and otherwise provide for the health and safety of their employees;
 - v. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
 - vi. Construction, but only of the types listed in this subparagraph below:
 - 1) Projects immediately necessary to the maintenance, operation or repair of Essential Infrastructure;
 - 2) Projects associated with Healthcare Operations, including creating or expanding Healthcare Operations;

- 3) Affordable housing that is or will be at least partially income-restricted, including multi-unit or mixed-use developments;
 - 4) Public works projects if specifically designated as an Essential Governmental Function by the lead governmental agency;
 - 5) Shelters and temporary housing, but not including hotels or motels;
 - 6) Projects immediately necessary to provide critical non-commercial services to individuals experiencing homelessness, elderly persons, persons who are economically disadvantaged, and persons with special needs;
 - 7) Construction necessary to ensure that existing construction sites that must be shut down under this Order are left in a safe and secure manner, but only to the extent necessary to do so; and
 - 8) Construction or repair necessary to ensure that residences and buildings containing Essential Businesses are safe, sanitary, or habitable and operable, to the extent such construction or repair cannot reasonably be delayed;
- vii. Newspapers, television, radio, and other media services;
 - viii. Gas stations and auto-supply, auto-repair (including, but not limited to, for cars, trucks, motorcycles and motorized scooters), and automotive dealerships, but only for the purpose of providing auto-supply and auto-repair services (and not, by way of example, car sales or car washes). This subparagraph (viii) does not restrict the on-line purchase of automobiles if they are delivered to a residence or Essential Business;
 - ix. Bicycle repair and supply shops;
 - x. Banks and related financial institutions;
 - xi. Service providers that enable residential transactions (including rentals, leases, and home sales), including, but not limited to, real estate agents, escrow agents, notaries, and title companies, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in person visits are not allowed when the occupant is still residing in the residence);
 - xii. Hardware stores;
 - xiii. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the habitability, sanitation, and operation of residences and Essential Businesses, but not for cosmetic or other purposes;
 - xiv. Arborists, landscapers, gardeners, and similar service professionals, but only to the limited extent necessary to maintain the habitability, sanitation, operation of businesses or residences, or the safety of residents, employees, or the public (such as fire safety or tree trimming to prevent a

- dangerous condition), and not for cosmetic or other purposes (such as upkeep);
- xv. Businesses providing mailing and shipping services, including post office boxes;
 - xvi. Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of facilitating distance learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;
 - xvii. Laundromats, drycleaners, and laundry service providers;
 - xviii. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;
 - xix. Funeral home providers, mortuaries, cemeteries, and crematoriums, to the extent necessary for the transport, preparation, or processing of bodies or remains;
 - xx. Businesses that supply other Essential Businesses with the support or supplies necessary to operate, but only to the extent that they support or supply these Essential Businesses. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
 - xxi. Businesses that have the primary function of shipping or delivering groceries, food, or other goods directly to residences or businesses. This exemption shall not be used to allow for manufacturing or assembly of non-essential products or for other functions besides those necessary to the delivery operation;
 - xxii. Airlines, taxis, rental car companies, rideshare services (including shared bicycles and scooters), and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
 - xxiii. Home-based care for seniors, adults, children, and pets;
 - xxiv. Residential facilities and shelters for seniors, adults, and children;
 - xxv. Professional services, such as legal, notary, or accounting services, when necessary to assist in compliance with non-elective, legally required activities;
 - xxvi. Services to assist individuals in finding employment with Essential Businesses;
 - xxvii. Moving services that facilitate residential or commercial moves that are allowed under this Order;
 - xxviii. Childcare facilities providing services that enable owners, employees, volunteers, and contractors for Essential Businesses or Essential Governmental Functions to work as permitted. Children of owners,

employees, volunteers, and contractors who are not exempt under this Order may not attend childcare facilities. To the extent possible, childcare facilities must operate under the following conditions:

1. Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day).
 2. Children shall not change from one group to another.
 3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
 4. Childcare providers shall remain solely with one group of children.
- g. For the purposes of this Order, “Minimum Basic Operations” means the following activities for businesses, provided that owners, employees, and contractors comply with Social Distancing Requirements as defined this Section, to the extent possible, while carrying out such operations:
- i. The minimum necessary activities to maintain and protect the value of the business’s inventory and facilities; ensure security, safety, and sanitation; process payroll and employee benefits; provide for the delivery of existing inventory directly to residences or businesses; and related functions.
 - ii. The minimum necessary activities to facilitate owners, employees, and contractors of the business being able to continue to work remotely from their residences, and to ensure that the business can deliver its service remotely.
- h. For the purposes of this Order, all Essential Businesses must prepare and post by no later than 11:59 p.m. on April 8, 2020 a “Social Distancing Protocol” for each of their facilities in the County frequented by the public or employees. The Social Distancing Protocol must be substantially in the form attached to this Order as Appendix A. The Social Distancing Protocol must be posted at or near the entrance of the relevant facility, and shall be easily viewable by the public and employees. A copy of the Social Distancing Protocol must also be provided to each employee performing work at the facility. All Essential Businesses shall implement the Social Distancing Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand. The Social Distancing Protocol must explain how the business is achieving the following, as applicable:
- i. Limiting the number of people who can enter into the facility and work areas at any one time to ensure that people in the facility and work areas can easily maintain a minimum six-foot distance from one another at all times, except as required to complete the Essential Business activity;
 - ii. Where lines may form at a facility, marking six-foot increments at a minimum, establishing where individuals should stand to maintain adequate social distancing;

- iii. Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g. cashiers);
 - iv. Providing for contactless payment systems or, if not feasible to do so, the providing for disinfecting all payment portals, pens, and styluses after each use;
 - v. Regularly cleaning and disinfecting other high-touch surfaces; and
 - vi. Posting a sign at the entrance of the facility and work area informing all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into one's elbow; not shake hands or engage in any unnecessary physical contact.
 - vii. Any additional social distancing measures being implemented (see the Centers for Disease Control and Prevention's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>).
- i. For the purposes of this Order, "Essential Travel" means travel for any of the following purposes:
 - i. Travel related to the provision of or access to Essential Activities, Essential Infrastructure, Essential Governmental Functions, Essential Businesses, or Minimum Basic Operations.
 - ii. Travel to care for any elderly, minors, dependents, or persons with disabilities.
 - iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services.
 - iv. Travel to return to a place of residence from outside the County.
 - v. Travel required by law enforcement or court order.
 - vi. Travel required for non-residents to return to their place of residence outside the County. Individuals are strongly encouraged to verify that their transportation out of the County remains available and functional prior to commencing such travel.
 - vii. Travel to manage after-death arrangements and burial.
 - viii. Travel to arrange for shelter or avoid homelessness.
 - ix. Travel to avoid domestic violence or child abuse.
 - x. Travel for parental custody arrangements.
 - xi. Travel to a place to temporarily reside in a residence or other facility to avoid potentially exposing others to COVID-19, such as a hotel or other facility provided by a governmental authority for such purposes.
- j. For purposes of this Order, "residences" include hotels, motels, shared rental units and similar facilities. Residences also include living structures and outdoor

spaces associated with those living structures, such as patios, porches, backyards, and front yards that are only accessible to a single family or household unit.

- k. For purposes of this Order, “Social Distancing Requirements” means:
 - i. Maintaining at least six-foot social distancing from individuals who are not part of the same household or living unit;
 - ii. Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that is recognized by the Centers for Disease Control and Prevention as effective in combatting COVID-19;
 - iii. Covering coughs and sneezes with a tissue or fabric or, if not possible, into the sleeve or elbow (but not into hands); and
 - iv. Avoiding all social interaction outside the household when sick with a fever or cough.

All individuals must strictly comply with Social Distancing Requirements, except to the limited extent necessary to provide care (including childcare, adult or senior care, care to individuals with special needs, and patient care); as necessary to carry out the work of Essential Businesses, Essential Governmental Functions, or provide for Minimum Basic Operations; or as otherwise expressly provided in this Order.

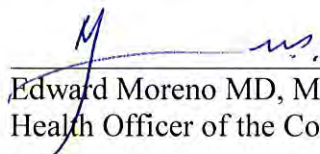
14. Government agencies and other entities operating shelters and other facilities that house or provide meals or other necessities of life for individuals experiencing homelessness must take appropriate steps to help ensure compliance with Social Distancing Requirements, including adequate provision of hand sanitizer. Also, individuals experiencing homelessness who are unsheltered and living in encampments should, to the maximum extent feasible, abide by 12 foot by 12 foot distancing for the placement of tents, and government agencies should provide restroom and hand washing facilities for individuals in such encampments as set forth in Centers for Disease Control and Prevention Interim Guidance Responding to Coronavirus 2019 (COVID-19) Among People Experiencing Unsheltered Homelessness (<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/unsheltered-homelessness.html>).
15. Pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.
16. This Order shall become effective at 11:59 p.m. on April 3, 2020 and will continue to be in effect until 11:59 p.m. on May 3, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer.
17. Copies of this Order shall promptly be: (1) made available at County Government Center at 168 W. Alisal Street, Salinas CA 93901; (2) posted on the County Public Health Department website (www.co.monterey.ca.us), the County Health Department website

Order of the Monterey County Health Officer
to Shelter in Place

(www.co.monterey.ca.us/government/departments-a-h/health), and such other websites as the County may determine; (3) distributed to the electronic and print press; and (4) provided to any member of the public requesting this Order.

18. If any provision of this Order to its application to any person or circumstance is held to be invalid, the reminder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

IT IS SO ORDERED:



Edward Moreno MD, MPH
Health Officer of the County of Monterey

Dated: April 3, 2020

Attachments: Appendix A – Social Distancing Protocol



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

**June 2, 2020
PUBLIC HEARINGS**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2020-037 adopting the Fiscal Year 2020-2021 Appropriations Limit

RECOMMENDATION:

Adopt Resolution 2020-037 adopting the Fiscal Year 2020-2021 Appropriations Limit.

BACKGROUND/SUMMARY:

The State Constitution (Article XII IB) places a limit on the amount of monies that a governmental entity is able to spend based upon projected tax revenues. In accordance with State law, the government entity must adopt an annual appropriations limit. This limit is calculated using a prescribed methodology outlined by the State. The limit is adjusted by the change in the cost of living and the change in population, using the California Department of Finance figures.

In calculating the appropriations limit, the City Council has the option to use either the change in per capita income or the percentage change in the local assessment roll. In addition, the Council may either use the change in population within the City or within the County. For consistency purposes, staff recommends using the California per capita personal income of 3.73% and the population growth for Monterey County of 1.0025%. The Department of Finance uses a formula that converts the percent change in income and population growth into a ratio and thus the adjustment factors for calculating the GANN limit are 1.0373 for income and 1.0025 for population growth.

These adjustment factors are applied to the current fiscal year (Fiscal Year 2019-2020) GANN limit in order to determine the appropriation limit for the upcoming fiscal year (Fiscal Year 2020-2021). Using this formula, the City's appropriation limit for Fiscal Year 2020-2021 is \$35,230,893. The appropriations subject to the GANN limit is \$15,228,048; thus, the City is well within the appropriation limit.

FISCAL IMPACT:

The appropriation limit for fiscal year 2020-2021 is based upon budgeted revenues for property tax, sales tax, transient occupancy tax, motor vehicle in lieu and business license tax. Together these revenues are budgeted at \$15,228,048.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment #1 - Resolution 2020-037 GANN Appropriations Limit FY20-21

Attachment #2 - Dept of Finance Information

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

RESOLUTION NO. 2020-037

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ADOPTING THE FISCAL YEAR 2020-2021 APPROPRIATIONS LIMIT**

WHEREAS, under Article XIII B of the State Constitution, public agencies are required to annually establish maximum appropriations limits referred to as the GANN limit (Limit); and

WHEREAS, since fiscal year 1991, the City is permitted to adjust its Limit in accordance with inflation and population adjustment factors; and

WHEREAS, the annual adjustment factors that were selected to calculate the Fiscal Year 2020-2021 Limit were the California per capita personal income adjustment factor of 1.0373 and the Monterey County population growth factor of 1.0025; and

WHEREAS, in accordance with California Government Code Section 7910, a notice of the public hearing was published in the Carmel Pine Cone on May 15, 2020; the documentation used in determining the Limit has been made available to the general public for fifteen days prior to the date of the adoption; and Council conducted a public hearing on the Limit on June 2, 2020; and

WHEREAS, the City may not appropriate any proceeds of taxes in excess of its Limit.

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

1. Adopt the final calculation of the Appropriation Limit for Fiscal Year 2020-2021 as \$35,230,893, which is attached hereto as Exhibit A.
2. Certify the Fiscal Year 2020-2021 Adopted Appropriation Limit of \$15,228,048 does not exceed the GANN limit, which are attached hereto as Exhibits A and B respectively.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

Exhibit A

City of Carmel-by-the-Sea Spending Limit Calculations Fiscal Year 2020-2021

Appropriations Subject to Limit

Fiscal Year 2020-2021 General

Fund Revenues	\$	15,228,048
---------------	----	------------

Less Non proceeds of Tax	\$	-
--------------------------	----	---

Total appropriations subject to limits	\$	15,228,048
--	----	------------

Appropriations Limit

Fiscal Year 2019-2020

appropriations limit	\$	33,879,116
----------------------	----	------------

Plus change factors

A. Cost of Living adjustment/Per Capital Income	1.0373
---	--------

B. Population Adjustment	1.0025
--------------------------	--------

Total Change Factor	1.0399
---------------------	--------

Increase in appropriations limit	\$	1,351,777
----------------------------------	----	-----------

Fiscal Year 2020-2021

Appropriations Limit	\$	35,230,893
----------------------	----	------------

Remaining appropriations capacity	\$	20,002,845
-----------------------------------	----	------------

Availability capacity as a percent of appropriations limit	57%
--	-----

Exhibit B

City of Carmel-by-the-Sea Spending Limit Calculation Fiscal Year 2020-2021

Revenue Source	Fiscal Year 2020-2021 Budget
Property Tax	\$ 6,822,304
Sales and Use Tax	\$ 4,936,796
Transient Occupancy Tax	\$ 2,488,198
Business License Tax	\$ 505,750
Motor Vehicle in Lieu	\$ 475,000
Total Budgeted Tax Revenues	\$ 15,228,048



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

GAVIN NEWSOM • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

Attachment 2

May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

May 2020

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
 Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions ---		Total Population
		1-1-19	1-1-20	1-1-2020
Monterey				
Carmel-By-The-Sea	0.25	3,939	3,949	3,949
Del Rey Oaks	-0.72	1,674	1,662	1,662
Gonzales	-0.70	8,566	8,506	8,506
Greenfield	0.97	18,109	18,284	18,284
King City	1.77	14,540	14,797	14,797
Marina	-1.62	22,688	22,321	22,321
Monterey	-1.45	24,554	24,199	28,170
Pacific Grove	-0.62	15,360	15,265	15,265
Salinas	-0.08	162,353	162,222	162,222
Sand City	0.52	383	385	385
Seaside	-2.10	29,964	29,335	33,537
Soledad	0.36	17,128	17,190	25,301
Unincorporated	-0.15	106,396	106,234	106,744
County Total	-0.31	425,654	424,349	441,143

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



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

**June 2, 2020
PUBLIC HEARINGS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a presentation on the Fiscal Year 2020-2021 Recommended Budget and provide direction to staff

RECOMMENDATION:

Receive a presentation on the Fiscal Year 2020-2021 Recommended Budget and provide direction to staff.

BACKGROUND/SUMMARY:

The City Council held a special meeting on May 12, 2020 regarding the budget for the upcoming fiscal year. Due to the economic impact associated with COVID-19, revenues for Fiscal Year 2020-2021 ("FY 20-21") are anticipated to be \$5.6 million, or 24%, less than the Fiscal Year 2019-2020 Adopted Budget. This results in a structural deficit whereby proposed operating costs exceed anticipated revenue. Consequently, FY 20-21 expenses are recommended to be curtailed in order to mitigate the loss of revenue, including eliminating funding for capital projects and vehicle and equipment replacement; defunding vacant positions; reducing the City's existing workforce and decreasing other operational expenses.

With these proposed reductions, the anticipated expenditures for the upcoming fiscal year total \$19.7 million. Revenues are estimated at \$18.7 million and, absent further operational reductions, require the use of approximately \$1.0 million of prior year's savings, or fund balance, in order to balance the FY 20-21 budget.

Staff will provide a brief presentation on the FY 20-21 Recommended Budget on June 2, 2020 and distribute a budget document ("the budget book") by June 2, 2020. In order to allow sufficient time for Council deliberation and public comment, it is recommended that the FY 20-21 budget adoption hearing be scheduled for June 9, 2020.

FISCAL IMPACT:

As currently recommended by the City Administrator, the FY 20-21 budget requires the use of approximately \$1 million of General Fund savings, or fund balance. Fund balance includes a minimum

amount of required savings, referred to as a “reserve”, as well as additional savings amassed over time. The reserve requirement is stipulated within the Carmel Municipal Code and requires 10% of the General Fund Operating Budget to be set aside as a reserve. After anticipating a transfer of approximately \$2 million in fund balance from the Hostelry Fund at fiscal year-end to compensate for the loss of FY 19-20 budgeted transient occupancy tax revenue, the General Fund is anticipated to be \$7.7 million on June 30, 2020, inclusive of the current \$2.2 million designated as a reserve.

PRIOR CITY COUNCIL ACTION:

Council held a special meeting (budget workshop) on May 12, 2020.

ATTACHMENTS: