



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

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

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

CITY COUNCIL SPECIAL MEETING Monday, May 3, 2021 4:30 PM

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 Zoom click here (or copy and paste the link into your browser); <https://zoom.us/j/91673190361?> Meeting ID (if needed): 916 7319 0361; Passcode (if needed): 813020; or to attend via telephone, dial 1-669-900-9128

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

CALL TO ORDER AND ROLL CALL

EXTRAORDINARY BUSINESS

- A. Visit Carmel Presentation**
- B. Monterey County Convention & Visitors Bureau (MCCVB) Presentation**
- C. Sunset Center Presentation**

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. April 6, 2021 Regular Meeting Minutes
- 2. 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
- 3. March 2021 Check Register Summary
- 4. Resolution 2021-012 approving a Memorandum of Understanding (MOU) for the Central Coast Community Energy (3CE) shared seats with the Cities of Monterey and Pacific Grove and appointing Council Member Baron as the Policy Board Alternate pursuant to the MOU
- 5. Resolution 2021-013 authorizing the closure of certain streets and the erection of tents on public property for Concours on the Avenue.

ORDERS OF BUSINESS

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

- 6. Update on paid parking in Carmel-by-the-Sea and provide direction to staff
- 7. Resolution 2021-015 authorizing the City Administrator to execute a Lease Agreement with GTE MOBILNET of California Limited Partnership, a California Limited Partnership, D/B/A Verizon Wireless and a Memorandum of Building and Rooftop Lease Agreement

FUTURE AGENDA ITEMS

ADJOURNMENT

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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



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

May 3, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: April 6, 2021 Regular Meeting Minutes

RECOMMENDATION:

Approve April 6, 2021 Regular 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 - April 6, 2021 Meeting Minutes

REGULAR MEETING
Tuesday, April 6, 2021

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

CALL TO ORDER AND ROLL CALL

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

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

EXTRAORDINARY BUSINESS

Item A: Proclamation for National Library Week 2021

PUBLIC APPEARANCES

None

ANNOUNCEMENTS

Item A: Councilmember Announcements
Council Member Baron discussed the upcoming Climate Committee Meeting.

Mayor Pro Tem Richards thanked the Police and Fire Departments for their work at a recent fire in the Village.

Item B: City Administrator Announcements
The City Administrator discussed the increase in visitors for the most recent weekend; staff are preparing for the upcoming weekend by increasing staff and adding extra trashcans. The City Administrator thanked staff and the Police Department for extra staffing and discussed beach fire regulations.

CONSENT AGENDA

The City Administrator stated Item No.'s 4 & 5 will be removed and brought back at a future meeting.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council approved the Consent Agenda with the exception of removed Item No's 4 and 5 by the following roll call vote:

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

Item 1: March 1, 2021 Special Meeting Minutes, March 2, 2021 Regular Meeting Minutes and March 16, 2021 Special Meeting Minutes

Item 2: February 2021 Check Register Summary

CONSENT AGENDA Continued...

Item 3: Monthly Reports for February: 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 4: REMOVED; Resolution 2021-012 approving a Memorandum of Understanding (MOU) for the Central Coast Community Energy (3CE) shared seats with the Cities of Monterey and Pacific Grove and appointing Council Member Baron as the Policy Board Alternate pursuant to the MOU

Item 5: REMOVED; Resolution 2021-013 establishing the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001

ORDERS OF BUSINESS

Item 6: Ordinance 2021-001 amending sections 2.28.030, 2.32.030, 2.36.030, 2.72.030 and 2.74.010 of the Carmel-by-the-Sea Municipal Code related to timing of Board and Commission appointments and Resolution 2021-014 amending Policy C89-06, Appointments to Boards and Commissions

The City Clerk provided the staff report for this item.

Discussion among the City Council and staff included discussion of including verbiage for additional trainings in Policy C89-06 and discussion of amending the verbiage regarding the number of terms that expire each year for the various Boards and Commission.

On a motion by Council Member Baron and seconded by Council Member Ferlito, the City Council continued Item No. 6 to the May 4, 2021 City Council Meeting, by the following roll call vote:

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

Item 7: Ordinance 2021-002 adding Chapter 12.48 "Special Events" to the Carmel-by-the-Sea Municipal Code and Resolution 2021-015 rescinding Resolution 2016-035 and rescinding City Council Policy C16-01 "Special Events"

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

Discussion among the City Council and staff included clarification if staff has compared this to other cities, discussion of the impact on small events and discussion regarding the definition of an "event". Additionally, discussion took place to not rescind the Policy until the Ordinance is in effect.

The following member of the public spoke regarding this item:
Richard Kreitman

Item 7 Continued...

Discussion among the City Council and staff included discussion of waiving or reducing fees for non-profit organizations, potentially requiring event organizers to demonstrate events are accessible to the disabled who are attending the event and who are traversing the areas near the event, and discussion of the use of parking spaces to hold an event.

Council Member Theis requested reading of the title of the Ordinance, and made a motion to waive further reading and to introduce Ordinance 2021-002 adding Chapter 12.48 "Special Events" to the Carmel-by-the-Sea Municipal Code and Mayor Pro Tem Richards seconded the motion.

Council Member Baron requested section 12.48.050 (C) be amended to read "... unlawful or impermissible uses, ensure accessibility for event attendees and the general public"

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council requested a reading of the title of the Ordinance, waived further reading and introduced Ordinance 2021-002 adding Chapter 12.48 "Special Events" to the Carmel-by-the-Sea Municipal Code with the modification regarding disabled access, by the following roll call vote:

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

The City Attorney recommended the City Council delay taking action regarding the Policy until 30 days after the second reading of the Ordinance.

Discussion took place regarding the legality of having a policy that limits the number of events during specific timeframes and discussion of issuing multi-year "contracts" for organizers who have events that occur each year.

Item 8: Receive additional information regarding pension mitigation options to address the City's unfunded pension liability; discuss options, including the development of a pension funding policy, and provide direction to staff

The City's consultant, NHA Advisors provided the presentation for this item.

The following member of the public spoke regarding this item:
Dale Byrne

Discussion among the City Council and staff included discussion of researching other cities' policies that are already in place and discussion regarding the use of Section 115 Trust for payments to CalPERS and as a tool for future Council's use.

No action necessary, staff was given direction.

Item 9: Resolution 2021-016 authorizing purchases for essential public safety projects including the emergency fire pump replacement at Sunset Center, renovation of the Police Dispatch Room, replacement of two Police vehicles, a water filtration system at the Public Works Yard, a Greenhouse Gas Emissions Forecast Study, and reopening City facilities per CDC Covid-19 guidelines

The Public Works Director provided the staff report for this item.

Discussion among the City Council and staff included clarification regarding leasing vehicles vs. purchasing outright, option of using hybrid vehicles, and the interest rate for the lease.

On a motion by Mayor Pro Tem Richards and seconded by Mayor Potter, the City Council adopted Resolution 2021-016 authorizing purchases for essential public safety projects including the emergency fire pump replacement at Sunset Center, renovation of the Police Dispatch Room, replacement of two Police vehicles, a water filtration system at the Public Works Yard, and reopening City facilities per CDC Covid-19 guidelines, by the following roll call vote:

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

Council Member Baron made a motion and Council Member Theis seconded the motion to adopt Resolution 2021-016 authorizing purchase for a Greenhouse Gas Emissions Forecast Study.

Mayor Pro Tem Richards discussed the criteria he uses for voting on items on the agenda and stated if he does not vote in favor of the item, it means the criteria he created has not been met; it doesn't mean he doesn't support the project.

On a motion by Council Member Baron and seconded by Council Member Theis, the City Council adopted Resolution 2021-016 authorizing purchase for a Greenhouse Gas Emissions Forecast Study, by the following roll call vote:

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

Mayor Potter requested a brief recess at this time.

Mayor Potter reconvened the meeting at 6:50 p.m.

Item 10: Resolution 2021-017 authorizing the City Administrator to restore voluntary compensation reductions for At Will Executives and classifications covered under the Memorandum of Understanding between the City and the City of Carmel-by-the-Sea Police Officers Association effective June 1, 2021

The City Administrator provided the staff report for this item.

Discussion among the City Council and staff included discussion of the City Council's intent for restoring the compensation, discussion of restoring the compensation back to June, 2020 which is when the reductions went into effect, and discussion of other effective dates not listed in the Staff Report and Resolution.

The following member of the public spoke regarding this item:
JC Myers

Additional discussion took place regarding different effective dates and different ways to restore the compensation.

On a motion by Mayor Potter and seconded by Council Member Theis, the City Council continued Item No. 10 to the May 4, 2021 City Council Meeting, by the following roll call vote:

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

Item 11: Receive an update and tentatively select proposed Fiscal Year 2021/22 Capital Improvement Program projects and provide direction to staff

The Public Works Director provided the staff report for this item.

Discussion among the City Council and staff included clarification of several projects listed in the Staff Report.

The following member of the public spoke regarding this item:
Margaret Byrne
Richard Kreitman
Shirley Moon
Janet Reimers
Dale Byrne

Discussion among the City Council and staff included discussion of the hard work by the reduced number of City staff due to budget cuts and the partnership the City looked forward to with Carmel Cares. Additionally the City Council discussed some of the various projects each Council Member prefers to have funded and included in the list sent to the Planning Commission for consistency analysis related to the General Plan.

No action necessary, direction only.

Item 12: Receive a report on paid parking in Carmel-by-the-Sea, and provide direction to staff on whether to pursue further action on a program in the City

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

Discussion among the City Council and staff included clarification of the timeline involved, the locations involved and the order in which the locations could be rolled out. Additionally, the City Council requested clarification regarding how paid parking will impact business owners and their staff and how paid parking is used to direct traffic.

The following member of the public spoke regarding this item:

Richard Kreitman
Janice Bradner

Discussion among the City Council and staff included discussion of missing out on the revenue that is available from the short-term visitors who are using streets, beach and bathrooms vs the overnight visitors who are paying TOT taxes with their hotel stay. Discussion took place on the advancement of technology, the change in the look of kiosks, and the impact to residential areas. The City Council discussed using the revenue towards maintenance on Scenic that may be useful if the program goes to the Coastal Commission.

No action necessary, direction only.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Potter adjourned the meeting at 9:36 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Britt Avrit, MMC
City Clerk



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

May 3, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Monthly Reports for 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

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports.

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

The invoice submitted by Peninsula Messenger Service for the month of March shows 157 residents are receiving mail delivery service.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

Attachment #2 - Monthly Report for Community Planning & Building

Attachment #1 - City Administrator Contract Log

Attachment #3 - Police, Fire & Ambulance Report

Attachment #4 - Public Records Act Request Logs

Attachment #5 - Public Works Report for March 2021



CITY OF CARMEL-BY-THE-SEA Monthly Report

March 2021

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Senior Planner
SUBMITTED ON:	April 8, 2021
APPROVED BY:	Brandon Swanson, Community Planning & Building Director

MARCH 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In March of 2021, **35** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In March of 2021, **60** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In March of 2021, **1** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In March of 2021, **30** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the March 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to March 2020 totals. As shown in the table, in 2021 there was a **5% increase** in planning permit applications, a **5% decrease** in building permit applications, **79% decrease** in code compliance cases, and a **5% increase** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	90	128	73	74
2021 Totals	95	121	15	78
% Difference	5%	-5%	-79%	5%



Planning Permit Report

03/01/2021 - 03/31/2021

Permit #	Permit Type	Project Description	Address/ Location	Date Received	Date Approved	Status
21101	Design Study	New 2 Car garage & storage	10 Carmel Way			In Review
21100	Design Study	Revisions to previously approved plan. Add tread to exterior master bedroom steps and remove stepping stone. Window changes per plans. All changes clouded and marked with Delta 2	Camino Real 5 SW of 10th	4/1/2021		In Review
21099	Historic Evaluation	Remodel & Garage Addition	Junipero 4SW of 8th	3/30/2021		In Review
21098	Business License	New Real Estate Investment & Development Company	7th Avenue 2 NE of Lincoln			In Review
21097	Sign	Blade Sign for Catch (restaurant)	2 SW of Ocean and Lincoln			In Review
21096	Sign	Installation of one hanging double sided wood blade sign.	San Carlos 4 SW of 7th St.			In Review
21095	Authorized Work	Remove & replace 6' side wood fence & gate - no modifications. 811 Ticket #: X109603049-00X Contractor: John Rarri, JR Fencing. Phone #: (831) 455-2208.	Lincoln, 5 NE of 3rd Ave.	3/23/2021	4/6/2021	Approved
21094	Business License	This business license authorizes use of a 3200 square foot, first floor commercial business shop offering the following goods and services: a. Primary Use: The Primary Use shall be classified as a Home Furnishing Store (NAICS 442299): This U.S. industry comprises establishments primarily engaged in retailing new home furnishings	Dolores 2 NE of 6th	3/25/2021	4/1/2021	Approved

21093	Historic Determination	Historic determination	San Carlos 7SW of 13th	3/23/2021		In Review
21092	Design Study	Landscaping/hardscape changes and driveway extension	Lincoln 5 SE 12th	4/2/2021		In Review
21091	Sign	Sign for Business - wants to use sign that was previously installed	NEC of Ocean and Monte Verde			In Review
21090	Business License	New Full Service Restaurant	Carmel Plaza, space 106, Mission and Ocean Avenue	3/23/2021		In Review
21089	Business License	This business license authorizes use of an existing commercial space located in the Residential and Limited Commercial (RC) Zoning District providing the following goods and services: a. Primary Use: This use is classified as an Office of a Residential Property Manager (NAICS: 531311): This U.S. industry comprises establishments primarily engaged in managing residential real estate for others.	NWC Mission & 8th, Suite 1	3/23/2021	3/26/2021	Approved
21088	Design Review	Cosmetic changes to village corner, paint exterior body Benjamin Moore platinum gray , trim black. Patio install 3D decorative brick wall panel on north wall. Replace existing light fixtures - paint post and beams black. We want to coordinate color with existing. New succulent plants for planters	NEC Dolores and 6th			In Review
21087	Conceptual Review	Demolition of existing residence and detached garage and addition of two story residence and attached basement garage	Mission 3NE 8th			In Review
21085	Design Study	Revision to approved Design , Resize one bathroom window and remove one door, reframe deteriorated garage wall.	Torres 5 NE of 8th Ave	3/23/2021		In Review
21084	Historic Evaluation	Remodel	NE Corner of San Carlos & 5th	3/17/2021		In Review
21083	Business License	This business license BL 21-083 (Social Hour) authorizes use of a 1,000 square foot ground floor commercial space specializing in the retail sales of barware offering the following goods and services.	NW Corner of 6th and San Carlos , Space 2	3/16/2021	3/26/2021	Approved

		a. Primary Use: This use is classified as a Home Furnishing Store (NAICS 442299): i. Establishments primarily engaged in retailing new home furnishings. Illustrative examples include: kitchenware stores, glassware stores, housewares stores.				
21082	Design Study	DESIGN STUDY APPLICATION FOR A REMODEL OF THE EXISTING 1,330 SF RESIDENCE AND ADDITION OF 269 SF. VARIANCE APPLICATION FOR AN EXISTING NON-CONFORMING PARKING PAD IN THE SIDE YARD SETBACK.	11th Avenue 2 NW Dolores Street	3/30/2021		In Review
21081	Sign	Signage on Awning, Letters 9.5" tall, vinyl lettering affixed to existing awning. Directory Board updated to include Village Gem	Mission Street, 2 NE of 5th Avenue	3/16/2021	3/23/2021	Approved
21079	Design Study	Kitchen remodel, 2 bathrooms remodel, deck repair/ replacement, deck roof replacement & extension, replace all doors and windows	Torres Ave 5 SE of 8th	3/30/2021		In Review
21078	Design Study	Seeking after the fact approval for the replacement of existing flagstone/walkway set on sand with new one set on concrete, Add masonry fire pit and masonry seat bench.	2 NW of 10th on Lincoln St Carmel Ca 93921	3/16/2021		In Review
21077	Business License	This business license authorizes use of an approximately 217 square foot, ground-floor retail space offering the following goods and services: a. Primary Use: The primary use shall be classified as a wine shop (NAICS 445310): Engaged in the retail sale of wine. b. Ancillary Use: The ancillary use shall be classified as a wine tasting room (NAICS 722410): Engaged in preparing and serving alcoholic beverages for immediate consumption. 2. Other goods or services not directly related to the authorizations listed in conditions #1 are prohibited. The use shall be consistent with the findings and conditions of Use Permit UP 11-1 (Winfield Gallery).	Dolores between Ocean and 7th	3/10/2021	3/17/2021	Approved

21076	Historic Evaluation	Depending on the outcome of the determination, it will either be a remodel and addition if it's historic, or a complete tear down if it is not historic.	Junipero 6 NE of 8th	3/17/2021		Open
21075	Business License	New Interior Design Studio	San Carlos and 6th	3/16/2021		Approved
21074	Historic Evaluation	Historic determination	Lincoln 2 SE of 12th Avenue, Carmel	3/8/2021		Open
21073	Sign	New Real Estate Sign one side non-illuminated, sand blasted wood Business	Lincoln 2 NE of 6th	3/5/2021	3/19/2021	Approved
21072	Business License	Name Change for Business				Approved
21071	Preliminary Site Assessment		San Carlos 2 SW of 1st	3/17/2021		In Review
21070	Design Study	A revision to the previously-approved permit eliminating the hot tub and replacing it with a new 4' - "6 x 4'-6" gas fire pit in the same location in the rear yard, approximately 6'-3" from the rear and north side property lines. The base of the fire pit is clad with a brick veneer to match the residence.	Scenic Road, 3 NW of 8th Avenue	3/5/2021	3/25/2021	Approved
21068	Design Study	Detached Garage / workshop addition	Carpenter 2SW of 4th AVE			Pending Assignment
21067	Design Study	1) On the north elevation, replacement of two previously-approved, wood, divided light windows with two solid pane wood windows, one fixed and one sliding. The removal of the fabric awnings over both windows. 2) The removal of a small wood window on the north elevation at the bathroom. 3) The replacement of two divided light wood windows with one larger undivided light, wood window on the north elevation. 4) The installation of four additional plaster insets at the roof parapet to match the residence's existing decorative plaster insets. 5) The replacement of the divided light wood window on the west elevation next to the entry with a new wider undivided light, wood window. 6) Shifting	SE CORNER OF CAMINO REAL & 8TH AVE.	3/11/2021	4/7/2021	Approved

		the 21' x 12' attached garage 4' to the south to avoid the root system of a large pine tree to the east of the garage in the right-of-way. 7) The removal of two divided light windows on the rear south elevation, one on the rear of the new garage and one on the residence. 8) The replacement of existing wall sconces with new shielded, 320-lumen wall sconces with clear seeded glass shade.				
21066	Street Vending	New Sidewalk Vending Permit		3/1/2021		In Review
21065	Street Vending	New Street Vendor				In Review
21038	Design Study	1. This approval authorizes a 60 square foot addition to an existing garage. The new square footage will be created by adding a garage door to enclose an existing 60 sf covered area below the residence and extending the existing garage space. The construction shall be consistent with the plan set dated received on February 11, 2021 prepared by Lewis Builders except as modified by the conditions of approval herein.	Camino Real 4 NE of 4th	2/11/2021	3/11/2021	Approved

Total Records: 35

4/8/2021



Building Permit Report

03/01/2021 - 03/31/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210124	3/31/2021	4/7/2021	Residential. Install 1/2" ultra fold barrier to separate old from new, install 36 mil Fiberlite, replace old pipe penetrations/vent assemblies with new Fibertlie flashings, install 3" 2-pc compression metal/drip edge, clean up/haul away. CONDITION: NON-VISIBLE FLAT PORTION OF ROOF WITH FIBERTITE ROOFING TO BE IN COLOR GRAY. Contact: Ross Roofing (831) 394-8581	7,145	Roofing	Lobos 4 NW of 4th
210123	3/31/2021		Residential. Repair rotted garage door header and strong wall segment.	5,000	Building	Vizcaino 2 SE of Mountain View
210122	3/31/2021	3/31/2021	Residential. Replace main electrical panel with new 125 amp main meter panel. Contact: Ringer Electric (831) 236-2770	2,500	Electrical	3rd 2 NW of Junipero
210121	3/31/2021	3/31/2021	Residential. Re-roofing project, wood shake to CertainTeed TL shingles. Contact: JI Roofing (831) 521-1918	13,000	Roofing	Camino Real 2 SE of 10th
210120	3/30/2021	4/1/2021	Commercial. Remove textured (e) sheetrock and install (n) sheetrock, paint sheetrock, install new vinyl floor and install new barnwood siding. Contact: Polmex (831) 601-5468	10,000	Building	NE Corner Dolores & 6th
210119	3/30/2021	3/31/2021	Residential. In-kind panel replacement (100amp to 100amp). Contact: JRBC Electric (831) 402-2926	3,000	Electrical	Carmelo 3 SE of 11th
210118	3/30/2021		Residential. Install car charger	2,500	Electrical	Camino Real 2 NW of 7th
210117	3/29/2021	4/7/2021	Residential. Remove (e) tar and gravel roof and replace with new gravel ballast roof with dark bronze PVC underlay. Contact: Premo Roofing (831) 443-3605	15,000	Building	Torres 2 SE of 9th

210116	3/29/2021		Commercial. Renovation of two existing guest rooms, new finishes, new fixtures, and accessories. Involved minor Architectural, Mechanical, Electrical and Plumbing Work	60,000	Building	SW Corner Camino Real & 8th
210115	3/26/2021		Residential. Tear off (e) wood shake and built up roof systems down to sheathing. Provide and install new Class A fire-rated DaVinci single width simulated slate, Castle Gray color. Contact: Scudder Roofing (831) 373-7212	120,000	Roofing	26106 Ladera Drive
210114	3/26/2021		Residential. Replace existing fence with new horizontal board fence. Contact: Rocky Maguire Inc (831) 915-4517	0	Exempt Work	Monte Verde 3 SW of 12th
210113	3/24/2021		Commercial. Shoring Retrofit	209,900	Building	SW Corner Dolores & 5th
210112	3/24/2021		Residential. Remodel of Existing Single Family Residence	600,000	Building	26185 Dolores Street
210111	3/24/2021		Residential. Addition of a basement and extend first floor of an existing single family residence. New office, laundry, and walk-in closet. Related mech., plumbing, and elect. work	375,000	Building	Santa Rita 2 SE of 4th
210110	3/23/2021	3/23/2021	Residential. Repair exterior shingles and water resistant barrier at upper floor wall. Contact: Lehman Design Studio (831) 747-4718	3,000	Building	Forest 2 SE of 8th
210109	3/22/2021		Residential. Repair leak at deck over single car garage. Remove existing liner and apply CIM1000 per manufacturer's specifications, reset tiles. Contact: Jolley Builders (831) 238-6044	10,000	Building	Lincoln 5 NE of Santa Lucia
210108	3/22/2021	4/2/2021	Residential. Remove (e) wood shingle roof system. Provide and install new Teal Primte Cut Heavy Shake in a straight course. Contact: Scudder Roofing (831) 373-7212	123,605	Roofing	Casanova 7 SE of 13th
210107	3/22/2021		Residential. Addition of 88 sf bathroom at rear of property. Contact: Randy Turley (408) 838-1365	32,500	Building	Santa Fe 3 SE of 2nd
210106	3/22/2021	3/30/2021	Residential. Remove composition shingles and replace with 30 year composition shingles Malarkey Weatherwood. Contact: D Cooper Roofing (831) 455-9168	8,500	Roofing	Santa Fe 3 NE of 4th

210105	3/19/2021		Residential. Addition of egress stair from main floor balcony to lower floor terraces. Addition of canopy roof over doors and windows facing lower terrace.	30,000	Building	Scenic 5 NW of 8th
210104	3/19/2021	4/5/2021	Residential. Remove/dispose of shake roof above damaged rafters only. Remove 3 dry rot damaged rafters along plate line. Install new frieze blocking, new underlayment, new shakes identical to current, new copper power pole flashing and weatherstripping on skylight. Contact: Ross Roofing & Construction (831) 394-8581	3,877	Roofing	Mission 3 NE of 11th
210103	3/19/2021	3/19/2021	Residential. Replace existing furnaces with 96% efficient Bryant 926TB30040 furnaces and new ductwork. Contact: R&S Heating & Sheetmetal (831) 641-0508	14,500	Mechanical	SE Corner of Santa Fe and 1st
210102	3/19/2021		Residential. Install a R410 Coil, new sheet metal plenum. Install a American Standards 16 seer 3.5 ton unit single stage. Contact: Chris Wilson Plumbing (831) 393-9321	7,612	Building	Carmelo 5 NW of 4th
210101	3/19/2021		Residential. Replacement of existing wood window with new door and sidelites. New 24 s.f. lpe decking landing and steps to grade. All colors and materials to match existing.	15,000	Building	Carmelo 4 SE 2nd
210100	3/19/2021	4/7/2021	Residential. Downstairs master and guest bathroom remodel including new flooring and paint. New kitchen counterops and bar. Contact: McNickle Construction (831) 915-3393	50,000	Building	Casanova 2 SE of 12th
210099	3/18/2021	3/18/2021	Commercial. Remove and replace 55,000 BTU furnace. Contact: Chris Wilson Plumbing (831) 393-9321	5,467	Mechanical	3090 Rio Road
210098	3/18/2021	3/18/2021	Commercial. Remove carpet from walls, floors, and repair damage to walls and floors. Paint, remove small patch of entrance tile, remove plastic decorations from walls. Contact: David Bider (650) 854-4154	0	Exempt Work	Ocean 3 NE of Lincoln
210097	3/18/2021		Residential. Build (n) 294 sf ADU over (e) 1 car garage. Remove tub in (e) master bathroom.	85,000	Building	Carpenter 4 NW of 6th
210096	3/18/2021	3/18/2021	Residential. Replacing the (e) 100 amp main electrical panel with a (n) 200 amp electrical panel. Contact: Mike Bruno Electric (831) 402-1221	3,450	Building	Lobos 5 NW of 4th

210095	3/17/2021	4/1/2021	Residential. Install 3' tall retaining wall and a 4' tall grape stake fence in the front of property. Contact: Castle Construction, Inc (209) 535-0098	0	Exempt Work	2nd 2 NE of Guadalupe
210094	3/16/2021		Residential. Kitchen remodel, addition of kitchen island, installation of three can lights, new cabinets, and new floor. Contact: William Rickard (831) 332-2822	80,000	Building	6 Sand & Sea
210093	3/17/2021		Convert 3 units from R-2 Occupancy to R-1	100,000	Building	San Carlos 2 NW 6th
210092	3/16/2021	3/30/2021	Residential. Repair/replace failing/failed retaining wall on right and left side of garage. Materials used will be pressure treated posts with rough finish redwood 2x12x8. Design will not deviate from existing which is 3 planks horizontal stacked with a post every 4'. Contact: Alfredo Hernandez (831) 292-7196	0	Exempt Work	SW Corner Lopez & 2nd
210091	3/16/2021	3/18/2021	Commercial. Replace roof top heat pump unit. Contact: Zenda Heating & Sheetmetal (831) 392-0443	17,150	Mechanical	Carmel Plaza
210090	3/17/2021		Mission 3 N/E of 10th, Carmel	0	Building	Mission 3 N/E of 10th, Carmel
210089	3/16/2021	3/17/2021	Residential. Supply and install new 50 mil DuroLast PVC roof system at flat roof area and slate roof repair. Contact: Scudder Roofing (831) 373-7212	14,353	Roofing	Carmelo 6 SW of 2nd
210088	3/12/2021		Residential. To finish interior only. 200 sqft of unfinished existing garage, detached. To insulate, sheetrock, paint, weatherstrip tile floor w/ electrical heat mat under tile. Trim, baseboards, window sill.	5,000	Building	Casanova 2 NE of Santa Lucia
210087	3/12/2021		Residential. Remodel of an existing 2,775 SF single family resident with 400 SF detached garage. Related mechanical, plumbing, and electrical work. New fixtures, finishes, and equipment.	793,750	Building	NE Corner of Ocean & San Antonio
210086	3/11/2021		Residential. Remove (e) slate roof and install new Inpsire Synthetic Slate in color Mist Gray. Contact: Bill Hamilton Roofing (408) 379-1303	84,518	Roofing	Monte Verde & 2nd
210085	3/11/2021	4/1/2021	Residential. Fence replacement and handrail addition. Contact: Kelly Construction (831) 235-4884	1,500	Exempt Work	Carpenter 3 SE of 1st

210084	3/11/2021		Residential. Replacement of front door, replacement of cottage doors, replacement of upper deck railing, replacement of kitchen door. Contact: MPS Construction (831) 521-9454	6,000	Building	San Carlos 4 SE of Alta
210083	3/11/2021		Residential. Install 74' of new gas line for masonry seat bench and BBQ grill	3,000	Plumbing	Lincoln 2 NW of 10th
210082	3/10/2021		Residential. DEMOLISH EXISTING DUPLEX. NEW 1600 S.F.SINGLE FAMILY RESIDENCE WITH 200 S.F. GARAGE. 3 BEDROOM, 3 BATHS.	800,000	Building	SE Corner of Lincoln and 3rd
210081	10/26/2017	4/23/2018	Mixed Use. New mixed use building, underground garage, street level retail, 2 low-income apartments, 2 market rate apartments, 4 condominiums.	3,250,000	Building	SW Corner Dolores & 5th
210080	3/10/2021		Residential. Proposed Interior Remodel, Proposed door and window changes, proposed landscaping, repair existing guardrail and dry rot at balcony.	300,000	Building	Monte Verde 3 SW of 12th
210079	3/8/2021	4/2/2021	Residential. Remove fire free shakes roof and install 30 years asphalt shingles. Contact: JP Custom Roofing (831) 596-7827	18,000	Roofing	NE Corner Carpenter & 2nd
210078	3/8/2021	3/8/2021	Residential. Remove & replace furnace, 60,000 BTU under house with all new duct work. Contact: Wilson's Plumbing (831) 375-4591	10,000	Plumbing	Casanova 3 SE of 12th
210077	3/9/2021		Residential. Minor remodeling of a home to construct a master closet & bath. Additional water has been purchased for this property. Demolished walls are non-structural.	100,000	Building	NE Corner of Lincoln & 10th
210076	3/5/2021	3/19/2021	Residential. Expand the existing notice of authorized work to include the removal of a non-loadbearing wall and relocate two switches. Contact: Masterwork Builders (831) 229-8628	6,000	Building	Lopez 5 NE of 4th
210075	3/5/2021		Commercial. Construction of parklet in front of Flaherty's restaurant. Contact: Wilfried Adams (831) 277-3995	10,000	Building	6th 2 SE of Dolores
210074	3/5/2021		Commercial. Minor interior tenant improvements of existing retail space to a small donut shop. Relate plumbing, mechanical, electrical, and FF&E.	115,000	Building	Carmel Plaza Suite 205C
210073	3/5/2021		Residential. Installing (12) All Black 365 watt solar modules on the West roof plane, attached to a Generac Powercell ESS battery	39,000	Electrical	Scenic 5 SE of Ocean

			system on the North (exterior) wall. Feeding a back-up loads sub panel in the basement.			
210072	3/4/2021	3/4/2021	Remove tank type water heater and install tankless. Contact: Marina Plumbing & Heating (831) 384-8206	6,000	Plumbing	San Carlos 2 NW of Camino Del Monte
210071	3/4/2021	3/4/2021	Residential. Remove & replace tankless water heater at existing location, tie onto existing gas line. Contact: Wilsons' Plumbing (831) 375-4591	6,000	Plumbing	San Antonio 3 SW of 12th
210070	3/4/2021	3/5/2021	Residential. Replace old 125 amp meter main panel with a new 125 amp panel. In-kind replacement. Contact: Tschudin Electric (831) 224-2229	2,000	Electrical	SW Corner Ocean & Santa Rita
210067	3/3/2021	3/5/2021	Demolish existing non-conforming carport due to water damage. Contact: Millette Construction (831) 277-8101	5,000	Demolition	8th 2 SE of Monte Verde
210066	3/2/2021	3/23/2021	Residential. Installation of electric vehicle charging station. Contact: John Craft (831) 915-3488	2,440	Electrical	Casanova 5 NW of Palou
210065	3/1/2021		Residential. Installation of mini split air conditioning unit.	11,300	Mechanical	Dolores 3 NW of 4th
210064	3/1/2021		Commercial. Replace damaged fire alarm control equipment. Contact: Sentry Alarm Systems (831) 375-2727	0	Fire Alarm	NEC of Mountain View and Santa Rita
210063	3/1/2021		Commercial. Replace damaged fire alarm control equipment. Contact: Sentry Alarm Systems (831) 375-2727	0	Fire Alarm	NE Corner of Ocean & Lincoln

Total Records: 60

4/8/2021



Code Compliance Report

03/01/2021 - 03/31/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21016	Business License Violation	Open	Ocean NE of Dolores	Soliciting sales outside of business	3/2/2021	1/1/1900

Total Records: 1

4/8/2021



Encroachment Permit Report

03/01/2021 - 03/31/2021

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
210078	Temp Ench	3/29/2021	Saw cut 4'x4' AC, dig down 4.5' to city sewer, install new 6'x4' Y pipe. Backfill, compact, and repour AC. Contact: Mr. Rooter Plumbing (831) 277-0292	Torres 2 SW of 9th	3/29/2021	Approved
210077	Temp Ench	3/29/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lincoln 2 SE of 12th	3/29/2021	Approved
210076	Temp Ench	3/26/2021	Requesting three parking stalls be blocked to perform Asbestos and Lead Abatement. Contact: Coastwide Environmental Tech, Inc (831) 800-6465	Dolores 6 SW of Ocean	3/29/2021	Approved
210075	Temp Ench	3/24/2021	Emergency sewer line repair & replacement from house to street. Contact: Roto Rooter (831) 242-0087	26182 Ladera Drive	3/25/2021	Approved
210074	Temp Ench	3/24/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Scenic 5 NE of 13th	3/31/2021	Approved
210073	Temp Ench	3/23/2021	Restoration to complete emergency repairs of gas leak. PM#44678759. Contact: PG&E (925) 303-9471	Casanova 7 NW of Ocean	3/25/2021	Approved
210072	Driveway	3/22/2021	Replace (e) asphalt driveway to match (e) pavers with no alteration to grade, width, length or landscaping. Contact: Paul Wible (510) 715-6960	Torres 2 SW of 9th	4/1/2021	Approved
210071	Temp Ench	3/19/2021	Remove 1 (e) heat pump system RTU and install (n) heat pump system using a crane positioned on Mission. Contact: Zenda Heating & Sheetmetal (831) 392-0443	Carmel Plaza	3/22/2021	Approved
210070	Driveway	3/18/2021	Replace (e) asphalt driveway and red brick walkway with new sand-set semi-permeable pavers from Calstone. Construct new 5' deep asphalt apron between edge of road and new pavers. CODNITION: DRIVEWAY SHALL BE NO WIDER THAN 14' AT STREET CONNECTION. Contact: Wayne Wood Construction (831) 905-6799	San Carlos 2 NE of 2nd	4/7/2021	In Review

210069	Temp Ench	3/18/2021	Remove (e) RTU and install (n) RTU utilizing a crane life. Contact: Zenda Heating & Sheetmetal (831) 392-0443	Carmel Plaza	3/22/2021	Approved
210068	Temp Ench	3/18/2021	PG&E to replace anchor in planter area. PM#35167262. Contact: PG&E (831) 713-6019	Perry Newberry 2 NW of 6th	3/18/2021	Approved
210067	Temp Ench	3/17/2021	PG&E to replace overhead electrical equipment. PM#44683844. Contact: PG&E (831) 713-6019	Intersection of Monte Verde & 13th	3/17/2021	Approved
210066	Temp Ench	3/16/2021	AT&T job #A01Z79C requires accessing (4) AT&T manholes to splice fiber cables. Contact: AT&T (831) 728-3641	Junipero & 7th		In Review
210065	Temp Ench	3/16/2021	Replace sewer lateral, work in street. Contact: JD's Plumbing (831) 394-3100	Monte Verde 2 NW of 10th	3/17/2021	Approved
210064	Driveway	3/16/2021	Construct new 10'x15' pavingstone driveway with new asphalt approach. 811# W107500186. Contact: Valley Landscaping and Paving (831) 659-4794	Dolores 4 SW of 10th	3/17/2021	Approved
210063	Temp Ench	3/16/2021	Access to the building is restricted by a perimeter stone wall. Use a grade-all to reach the building. Contact: Alliance Roofing (408) 761-2181	SW Corner Rio & Lasuen		In Review
210062	Temp Ench	3/16/2021	Applicant to trench, backfill & install electric substructures. PG&E to install new 200A underground service to new home. Contact: PG&E (408) 478-1894	Santa Rita 4 NE of 2nd	3/16/2021	Approved
210061	Temp Ench	3/16/2021	Sewer lateral replacement, install SRV & BWV. 811# W107400234. Contact: Easy Drains Plumbing (831) 521-6882	Dolores 2 NW of 4th	3/16/2021	Approved
210060	POD	3/16/2021	POD placement to store furniture for painting. Contact: Jon Stuefloten (831) 320-3252	San Carlos 4 SE of Alta Ave	3/17/2021	Approved
210059	Temp Ench	3/12/2021	PG&E to excavate 4'x5' bellhole to repair gas leak and replace restoration. PM#44662464. Contact: PG&E (408) 510-1660	Intersection of Santa Rita & 3rd	3/12/2021	Approved
210058	Driveway	3/9/2021	Remove (e) driveway, install (n) driveway and widen by 5'. Add gravel to the left side of driveway and between the street and front fence. Contact: John Kunz (831) 801-4573	SE Corner of Carpenter & 6th		In Review

210057	Temp Ench	3/9/2021	Dig for electrical trench. Contact: JD's Plumbing (831) 394-3100	Scenic 3 NW of 8th	3/18/2021	Approved
210056	Temp Ench	3/8/2021	Applicant to trench, backfill & install electric substructures. PG&E to replace transformer. PM#35220924. Contact: PG&E (408) 478-1894	Guadalupe 4 NE of 3rd	3/8/2021	Approved
210055	Temp Ench	3/8/2021	Applicant to trench, backfill & install electric substructures. PG&E to replace (e) secondary enclosures. PM#35222831. Contact: PG&E (408) 478-1894	Monte Verde 3 SE of 10th	3/9/2021	Approved
210054	Temp Ench		Repair damaged Sewer line	San Carlos Street		
210053	Temp Ench	3/5/2021	Applicant to trench, backfill & install electric substructures. PG&E to install underground electrical service. PM#35227963. Contact: PG&E (408) 478-1894	Dolores 3 SW of Ocean	3/25/2021	Approved
210052	Perm Ench	3/4/2021	Removal of (e) retaining walls and installation of (n) retaining wall along San Antonio	SE Corner of San Antonio & 7th		In Review
210051	Temp Ench	3/3/2021	Replace sewer lateral using pipe bursting. 811#X106104837. Contact: Rooter King (831) 394-5315	San Carlos 4 NW of Santa Lucia	3/3/2021	Approved
210050	Temp Ench	3/3/2021	Replace sewer lateral using pipe bursting. 811#W106000153. Contact: Rooter King (831) 394-5315	SW Corner of Santa Rita & 5th	3/3/2021	Approved
210049	Temp Ench	3/2/2021	Replace approx 30' of sewer line from the house to the street using a bursting/pull method and adding a backwater valve. Contact: A Ramirez Heating and Plumbing (831) 899-1554	Vizcaino 11 SW of Mtn View	3/2/2021	Finaled

Total Records: 30

4/8/2021

**City Administrator Contract Log
FY 2020-2021**

Date Entered Into	Contractor	Contract Amount	Purpose
12/4/2020	TOTAL COMPENSATION SYSTEMS INC	\$3,000.00	Retiree health valuation report



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Safety

March 2021

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 March 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 March 2021 the ambulance was able to meet the performance measure. The response time was 100% with (0) code-3 calls over 5 minutes.

40 Calls for service in CBTS Average response time: 2:52 min.
 25 Code 3 calls for service –None over 5:00 min.
 76 Calls for service outside CBTS

MONTEREY FIRE REPORT

Summary of Monterey Fire March 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 March 2021 the fire department was able to meet the performance measure. The response time was 100% with (0) code-3 call over 5 minutes.

47 total calls for service in CBTS Average response time: 3:45 min.
 35 total Code-3 calls

BEACH FIRES

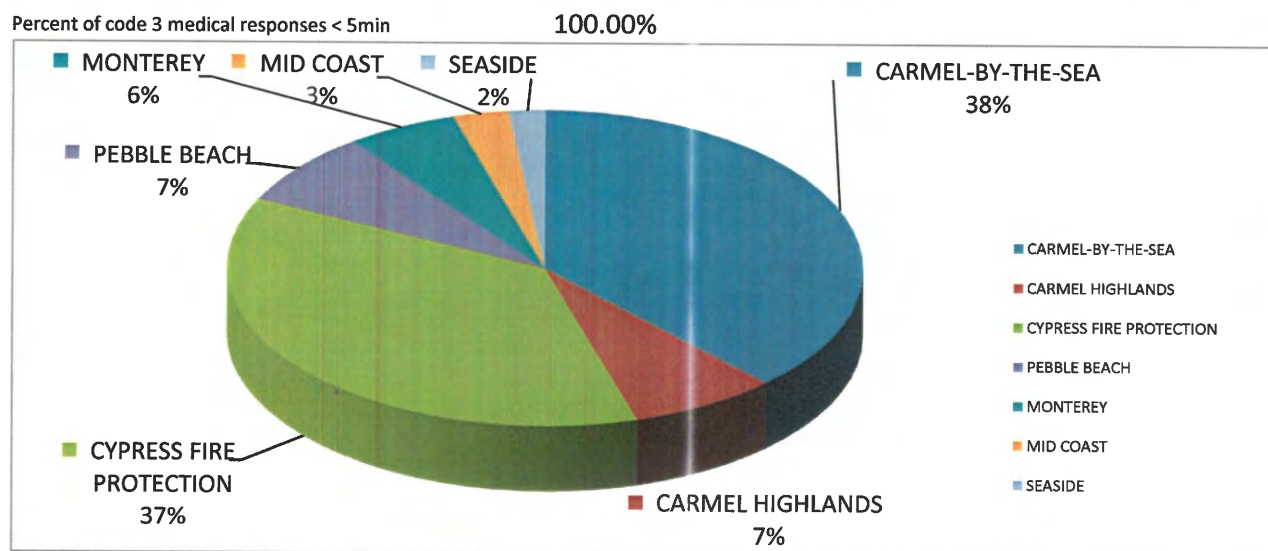
There were two illegal beach fires recorded during the month of March.

*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%.

CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
March 2021

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	40	0:02:52
CARMEL HIGHLANDS	8	0:09:32
CYPRESS FIRE PROTECTION	39	0:06:00
PEBBLE BEACH	8	0:09:49
MONTEREY	6	0:07:35
MID COAST	3	0:14:12
SEASIDE	2	0:03:59
Total Responses	106	0:05:36





RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 3/01/2021 to 3/31/2021



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEAR	STREET
210301-CFA00277	Emergent	3/1/2021	10:10:10 AM	10:13:44 AM	0:03:34	10:30:00 AM	25981 RIDGEWOOD RD
210301-CFA00281	Emergent	3/1/2021	4:44:15 PM	4:46:58 PM	0:02:43	5:40:00 PM	LINCOLN ST / 7TH AVE
210302-CFA00283	Emergent	3/2/2021	8:26:17 AM	8:30:48 AM	0:04:31	9:30:13 AM	DOLORES ST / 4TH AVE
210304-CFA00290	Emergent	3/4/2021	11:50:16 AM	11:54:12 AM	0:03:56	12:26:47 PM	6TH AVE / JUNIPERO AVE
210305-CFA00293	Emergent	3/5/2021	12:30:02 PM	12:31:04 PM	0:01:02	1:03:13 PM	OCEAN AVE / DOLORES ST
210305-CFA00295	Emergent	3/5/2021	6:50:50 PM	6:51:59 PM	0:01:09	7:40:00 PM	DOLORES ST / OCEAN AVE
210305-CFA00296	Emergent	3/5/2021	9:18:12 PM	9:21:24 PM	0:03:12	9:52:39 PM	MONTE VERDE ST / 7TH AVE
210307-CFA00301	Emergent	3/7/2021	2:24:41 AM	2:25:26 AM	0:00:45	2:52:30 AM	JUNIPERO AVE / 4TH AVE
210309-CFA00314	Emergent	3/9/2021	9:33:59 PM	9:36:52 PM	0:02:53	10:36:22 PM	LINCOLN AND 8TH
210310-CFA00318	Emergent	3/10/2021	4:12:50 PM	4:15:54 PM	0:03:04	4:47:01 PM	25981 RIDGEWOOD RD
210311-CFA00322	Non-Emergent	3/11/2021	7:42:57 AM	7:48:37 AM	0:05:40	8:06:19 AM	CASANOVA ST / OCEAN AVE
210312-CFA00326	Emergent	3/12/2021	5:06:00 PM	5:07:47 PM	0:01:47	5:35:00 PM	OCEAN AVE / CARPENTER ST
210312-CFA00327	Emergent	3/12/2021	11:18:54 PM	11:23:00 PM	0:04:06	12:13:00 AM	CARPENTER ST / 2ND AVE
210316-CFA00339	Emergent	3/16/2021	6:32:33 PM	6:35:02 PM	0:02:29	6:54:39 PM	9TH AVE / TORRES ST
210318-CFA00342	Emergent	3/18/2021	8:55:05 AM	8:57:47 AM	0:02:42	9:44:00 AM	LINCOLN ST / 7TH AVE
210318-CFA00348	Emergent	3/18/2021	10:01:10 PM	10:04:19 PM	0:03:09	10:45:00 PM	CARMELO ST / OCEAN AVE
210320-CFA00354	Emergent	3/20/2021	10:40:18 AM	10:42:30 AM	0:02:12	12:00:00 PM	SANTA FE ST / 8TH AVE
210320-CFA00358	Emergent	3/20/2021	4:53:02 PM	4:54:22 PM	0:01:20	6:00:00 PM	JUNIPERO AVE / 6TH AVE
210320-CFA00359	Emergent	3/20/2021	8:42:35 PM	8:44:08 PM	0:01:33	9:03:14 PM	SAN CARLOS ST / 5TH AVE
210320-CFA00359	Emergent	3/20/2021	8:42:35 PM	8:44:08 PM	0:01:33	8:55:00 PM	SAN CARLOS ST / 5TH AVE
210320-CFA00360	Emergent	3/20/2021	9:20:17 PM	9:21:18 PM	0:01:01	10:06:00 PM	SAN CARLOS ST / 5TH AVE
210321-CFA00362	Emergent	3/21/2021	5:26:17 PM	5:28:37 PM	0:02:20	5:39:09 PM	OCEAN AVE / DEL MAR AVE
210322-CFA00364	Emergent	3/22/2021	3:53:32 AM	3:57:46 AM	0:04:14	4:54:37 AM	CARPENTER ST / 3RD AVE
210324-CFA00370	Emergent	3/24/2021	3:24:57 AM	3:29:22 AM	0:04:25	3:55:53 AM	SAN CARLOS ST / 4TH AVE
210331-CFA00397	Emergent	3/31/2021	5:20:40 PM	5:24:26 PM	0:03:46	6:20:00 PM	GUADALUPE ST / 5TH AVE

NUMBER OF EMS INCIDENTS 25 AVERAGE RESPONSE 0:02:46

FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEAR	STREET
210302-CFA00284	Emergent	3/2/2021	10:58:41 AM	11:01:53 AM	0:03:12	11:03:53 AM	TORRES ST / 3RD AVE
210303-CFA00286	Non-Emergent	3/3/2021	7:28:07 AM	7:31:56 AM	0:03:49	7:35:57 AM	MONTE VERDE ST / 4TH AVE
210303-CFA00289	Emergent	3/3/2021	2:00:15 PM	2:01:48 PM	0:01:33	2:38:29 PM	DOLORES ST / 8TH AVE
210307-CFA00302	Emergent	3/7/2021	9:00:11 AM	9:03:02 AM	0:02:51	10:24:00 AM	SAN CARLOS ST / 8TH AVE
210307-CFA00303	Emergent	3/7/2021	9:38:33 AM	9:41:50 AM	0:03:17	9:46:00 AM	MONTE VERDE ST / 4TH AVE
210307-CFA00304	Emergent	3/7/2021	10:13:18 AM	10:16:45 AM	0:03:27	10:24:00 AM	SAN CARLOS ST / 8TH AVE

210310-CFA00321	Emergent	3/10/2021	8:06:54 PM	8:09:07 PM	0:02:13	8:11:49 PM	MISSION ST / OCEAN AVE
210315-CFA00333	Emergent	3/15/2021	7:06:51 AM	7:09:58 AM	0:03:07	7:17:41 AM	SAN CARLOS ST / 7TH AVE
210316-CFA00336	Emergent	3/16/2021	1:11:16 PM	1:11:57 PM	0:00:41	1:11:58 PM	6TH AVE / MISSION ST
210317-CFA00341	Emergent	3/17/2021	8:46:21 PM	8:50:10 PM	0:03:49	9:01:21 PM	3RD AVE / GUADALUPE ST
210318-CFA00343	Emergent	3/18/2021	11:30:24 AM	11:33:07 AM	0:02:43	11:40:00 AM	JUNIPERO AVE / 6TH AVE
210325-CFA00380	Emergent	3/25/2021	3:18:42 PM	3:21:48 PM	0:03:06	3:23:07 PM	SAN ANTONIO AVE / 11TH AV
210327-CFA00387	Emergent	3/27/2021	9:26:36 AM	9:29:48 AM	0:03:12	9:35:46 AM	7TH AVE / DOLORES ST
210328-CFA00390	Emergent	3/28/2021	10:04:00 AM	10:07:00 AM	0:03:00	10:55:00 AM	CASA NOVA 12TH
210331-CFA00398	Non-Emerge	3/31/2021	6:40:40 PM	6:46:04 PM	0:05:24	6:46:21 PM	MONTE VERDE ST / 10TH AVE

NUMBER OF FIRE INCIDENTS	15	AVERAGE RESPONSE	0:03:02
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TOTAL CARMEL CITY INCIDENT	40	AL AVERAGE RESPONSE TIME	0:02:52
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RESPONSES BY DISTRICT

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE CALL CLEAR	STREET
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CARMEL HIGHLANDS

INCIDENT							
210302-CFA00282	Emergent	3/2/2021	7:52:31 AM	8:02:34 AM	0:10:03	8:16:58 AM	83 CORONA RD
210307-CFA00306	Emergent	3/7/2021	12:05:17 PM	12:11:49 PM	0:06:32	12:14:20 PM	27720 HWY 1
210314-CFA00331	Non-Emerge	3/14/2021	12:39:52 PM	12:49:35 PM	0:09:43	2:30:00 PM	120 HIGHLAND DR
210316-CFA00334	Emergent	3/16/2021	9:18:45 AM	9:30:54 AM	0:12:09	9:46:10 AM	30890 AURORA DEL MAR
210317-CFA00340	Emergent	3/17/2021	11:27:49 AM	11:38:56 AM	0:11:07	11:41:57 AM	120 HIGHLAND DR
210324-CFA00371	Emergent	3/24/2021	7:23:51 AM	7:35:12 AM	0:11:21	8:30:09 AM	47 YANKEE POINT DR
210324-CFA00372	Emergent	3/24/2021	10:41:29 AM	10:49:56 AM	0:08:27	10:53:26 AM	120 HIGHLAND DR
210324-CFA00377	Emergent	3/24/2021	9:14:27 PM	9:21:19 PM	0:06:52	9:35:36 PM	HWY 1 / RILEY RANCH RD
Subtotal		8	Average Response Time		0:09:32	Carmel Highlands	

CYPRESS FIRE

INCIDENT							
210301-CFA00278	Emergent	3/1/2021	10:32:25 AM	10:38:49 AM	0:06:24	10:46:17 AM	5315 CARMEL VALLEY RD
210301-CFA00279	Emergent	3/1/2021	10:48:33 AM	10:52:06 AM	0:03:33	11:50:00 AM	5315 CARMEL VALLEY RD
210305-CFA00291	Emergent	3/5/2021	8:38:07 AM	8:44:54 AM	0:06:47	9:32:06 AM	6 CROSSROADS MALL
210305-CFA00292	Emergent	3/5/2021	9:55:50 AM	10:03:21 AM	0:07:31	10:31:30 AM	26245 CARMEL RANCHO BLVD
210305-CFA00294	Emergent	3/5/2021	5:26:20 PM	5:34:18 PM	0:07:58	6:26:54 PM	3131 PICO AVE
210307-CFA00305	Emergent	3/7/2021	10:44:54 AM	10:53:12 AM	0:08:18	11:50:00 AM	25060 PINE HILLS DR
210307-CFA00307	Emergent	3/7/2021	3:22:17 PM	3:26:52 PM	0:04:35	4:15:58 PM	3226 CAMINO DEL MONTE
210307-CFA00308	Emergent	3/7/2021	5:08:49 PM	5:13:27 PM	0:04:38	5:55:00 PM	26496 MISSION FIELDS RD
210308-CFA00309	Emergent	3/8/2021	4:11:26 AM	4:20:36 AM	0:09:10	5:08:00 AM	25301 OUTLOOK DR
210308-CFA00310	Emergent	3/8/2021	9:54:50 AM	10:00:03 AM	0:05:13	11:01:41 AM	26195 MESA DR
210309-CFA00313	Emergent	3/9/2021	3:59:25 PM	4:04:00 PM	0:04:35	5:08:06 PM	26496 MISSION FIELDS RD
210310-CFA00315	Emergent	3/10/2021	3:59:18 AM	4:06:00 AM	0:06:42	8:40:00 AM	HWY 1 / ATHERTON DR
210310-CFA00316	Emergent	3/10/2021	8:12:55 AM	8:21:28 AM	0:08:33	8:40:00 AM	5315 CARMEL VALLEY RD
210310-CFA00320	Emergent	3/10/2021	7:13:01 PM	7:18:39 PM	0:05:38	7:45:42 PM	26245 CARMEL RANCHO BLVD

210312-CFA00325	Emergent	3/12/2021	10:49:12 AM	10:55:00 AM	0:05:48	11:00:00 AM	HWY 1 / OCEAN AVE
210313-CFA00329	Emergent	3/13/2021	6:46:11 PM	7:01:00 PM	0:14:49	9:13:35 PM	32501 HWY 1
210314-CFA00330	Emergent	3/14/2021	9:29:36 AM	9:36:01 AM	0:06:25	10:34:01 AM	26135 CARMEL RANCHO BLVD
210314-CFA00332	Emergent	3/14/2021	3:51:28 PM	3:54:40 PM	0:03:12	5:01:20 PM	3600 OCEAN AVE
210314-CFA00332	Emergent	3/14/2021	3:51:28 PM	3:54:40 PM	0:03:12	4:15:00 PM	HWY 1 / MORSE DR
210319-CFA00350	Emergent	3/19/2021	9:22:50 AM	9:28:32 AM	0:05:42	9:51:00 AM	26495 SCENIC RD
210320-CFA00352	Emergent	3/20/2021	5:29:00 AM	5:34:35 AM	0:05:35	6:32:00 AM	25237 WARD PL
210320-CFA00353	Emergent	3/20/2021	9:24:23 AM	9:29:46 AM	0:05:23	9:46:02 AM	5 CROSSROADS MALL
210321-CFA00361	Emergent	3/21/2021	7:18:48 AM	7:23:22 AM	0:04:34	7:28:21 AM	26349 MONTE VERDE ST
210321-CFA00363	Emergent	3/21/2021	11:34:23 PM	11:39:29 PM	0:05:06	12:45:00 AM	26165 S CARMEL HILLS DR
210322-CFA00367	Emergent	3/22/2021	8:00:39 PM	8:06:00 PM	0:05:21	8:46:54 PM	3850 RIO RD
210324-CFA00373	Emergent	3/24/2021	11:58:59 AM	12:04:41 PM	0:05:42	12:50:00 PM	26245 CARMEL RANCHO BLVD
210324-CFA00374	Emergent	3/24/2021	1:42:29 PM	1:47:23 PM	0:04:54	2:30:00 PM	26349 MONTE VERDE ST
210324-CFA00375	Emergent	3/24/2021	3:14:20 PM	3:19:52 PM	0:05:32	3:37:36 PM	24501 VIA MAR MONTE
210325-CFA00378	Emergent	3/25/2021	11:35:20 AM	11:41:59 AM	0:06:39	12:36:28 PM	3845 VIA NONA MARIE
210325-CFA00379	Emergent	3/25/2021	2:11:23 PM	2:17:41 PM	0:06:18	3:12:27 PM	26245 CARMEL RANCHO BLVD
210325-CFA00381	Emergent	3/25/2021	7:09:47 PM	7:14:25 PM	0:04:38	7:30:10 PM	6 CROSSROADS MALL
210326-CFA00383	Emergent	3/26/2021	1:38:50 AM	1:45:00 AM	0:06:10	2:17:02 AM	5 CROSSROADS MALL
210326-CFA00384	Emergent	3/26/2021	10:27:31 AM	10:35:47 AM	0:08:16	11:25:43 AM	24970 OUTLOOK DR
210326-CFA00385	Emergent	3/26/2021	11:38:20 AM	11:43:27 AM	0:05:07	12:33:50 PM	3665 RIO RD
210328-CFA00388	Emergent	3/28/2021	4:26:46 AM	4:30:00 AM	0:03:14	4:40:13 AM	HWY 1 / CARMEL VALLEY RD
210328-CFA00389	Emergent	3/28/2021	5:45:44 AM	5:53:47 AM	0:08:03	6:55:00 AM	25583 CANADA DR
210328-CFA00393	Emergent	3/28/2021	4:20:00 PM	4:24:02 PM	0:04:02	4:34:00 PM	6 CROSSROADS MALL
210329-CFA00394	Emergent	3/29/2021	10:15:10 PM	10:20:18 PM	0:05:08	11:10:54 PM	555 CARMEL RANCHO SHOPPING
210331-CFA00396	Emergent	3/31/2021	12:44:52 PM	12:50:10 PM	0:05:18	1:30:00 PM	3150 SYCAMORE PL
Subtotal		39	Average Response Time		0:06:00	CYPRESS FIRE	

PEBBLE BEACH

INCIDENT							
210303-CFA00288	Emergent	3/3/2021	1:00:57 PM	1:16:04 PM	0:15:07	1:17:24 PM	1151 PORQUE LN
210306-CFA00299	Emergent	3/6/2021	4:20:40 PM	4:31:11 PM	0:10:31	5:25:00 PM	2948 SLOAT RD
210306-CFA00300	Emergent	3/6/2021	7:55:24 PM	8:03:22 PM	0:07:58	8:54:13 PM	3302 SEVENTEEN MILE DR
210313-CFA00328	Emergent	3/13/2021	1:28:15 PM	1:38:50 PM	0:10:35	1:45:00 PM	SUNSET POINT
210319-CFA00351	Emergent	3/19/2021	6:49:32 PM	6:58:15 PM	0:08:43	7:06:51 PM	1567 GRIFFIN RD
210325-CFA00382	Emergent	3/25/2021	9:36:10 PM	9:44:27 PM	0:08:17	10:30:00 PM	4056 SUNSET LN
210330-CFA00395	Emergent	3/30/2021	10:47:00 AM	10:57:00 AM	0:10:00	11:55:00 AM	1140 PORQUE LANE
210331-CFA00399	Emergent	3/31/2021	7:34:05 PM	7:41:29 PM	0:07:24	8:36:51 PM	1414 ALVA LN
Subtotal		8	Average Response Time		0:09:49	PEBBLE BEACH	

MID COAST

INCIDENT							
210313-CFA00329	Emergent	3/13/2021	6:46:11 PM	7:01:00 PM	0:14:49	9:13:35 PM	32501 HWY 1
210322-CFA00365	Emergent	3/22/2021	2:57:12 PM	3:11:06 PM	0:13:54	3:54:41 PM	35600 HWY 1
210322-CFA00365	Emergent	3/22/2021	2:57:12 PM	3:11:06 PM	0:13:54	3:54:41 PM	35600 HWY 1
Subtotal		3	Average Response Time		0:14:12	MID COAST	

SEASIDE/SAND CITY

INCIDENT								
210311-CFA00324	Emergent	3/11/2021	5:30:04 PM	5:35:01 PM	0:04:57	5:37:00 PM	1424 LUZERN ST	
210328-CFA00392	Emergent	3/28/2021	12:41:11 PM	12:44:13 PM	0:03:02	12:52:06 PM	RAINIER CT / MILITARY AVE	
Subtotal		2	Average Response Time		0:03:59		SEASIDE/SAND CITY	

MONTEREY

INCIDENT								
210306-CFA00298	Non-Emerge	3/6/2021	11:51:59 AM	11:59:06 AM	0:07:07	12:46:00 PM	900 CASS ST	
210308-CFA00311	Emergent	3/8/2021	12:50:11 PM	1:02:21 PM	0:12:10	1:58:00 PM	501 LIGHTHOUSE AVE	
210318-CFA00347	Emergent	3/18/2021	7:45:46 PM	7:50:13 PM	0:04:27	7:55:50 PM	351 MADISON ST	
210320-CFA00357	Emergent	3/20/2021	1:36:50 PM	1:41:50 PM	0:05:00	2:22:20 PM	1058 MUNRAS AVE	
210320-CFA00356	Emergent	3/20/2021	1:11:31 PM	1:20:16 PM	0:08:45	1:32:41 PM	1058 MUNRAS AVE	
210316-CFA00335	Emergent	3/16/2021	10:54:09 AM	11:02:12 AM	0:08:03	11:45:04 AM	364 HANNON AVE	
Subtotal		6	Average Response Time		0:07:35		MONTEREY	

TOTAL ALL CALLS		106	ALL AVERAGE RESPONSE TIME		0:05:36			
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CARMEL-BY-THE-SEA MARCH 2021

Response Summary Report by Incident Type

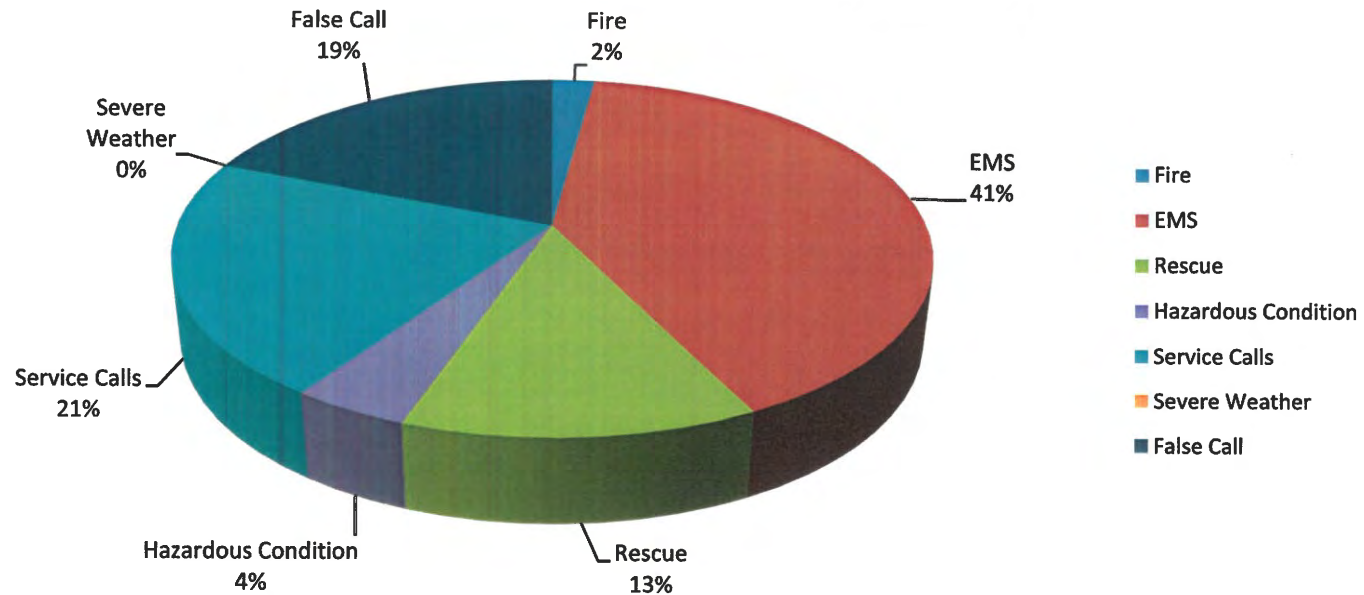


Type of Call	Number	Average Response Time
Fire	1	3:10
EMS	19	3:22
Rescue	6	2:54
Hazardous Condition	2	3:30
Service Calls	10	3:49
Severe Weather	0	0:00
False Call	9	2:55

Total Responses

47

3:45



Total Code 3 Calls:

35

Response Times for Code 3

Calls ≤ 5 minutes:

100.0%

35



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 3/1/2021 To: 3/31/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Building fire	3/28/2021 10:03 AM	210328-MNT01821	0:03:10	12TH AVE	CASANOVA ST	3
			1	0:03:10		
300-321 Series (EMS)						
Medical assist, assist EMS crew	3/1/2021 10:09 AM	210301-MNT01267	0:04:01	25981 RIDGEWOOD RD		3
Medical assist, assist EMS crew	3/5/2021 9:16 PM	210305-MNT01347	0:02:56	MONTE VERDE ST	7TH AVE	3
Medical assist, assist EMS crew	3/18/2021 9:59 PM	210318-MNT01607	0:03:07	CARMELO ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	3/1/2021 11:39 AM	210301-MNT01268	0:05:28	25981 RIDGEWOOD RD		2
EMS call, excluding vehicle accident with injury	3/1/2021 4:43 PM	210301-MNT01274	0:02:39	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	3/2/2021 8:25 AM	210302-MNT01283	0:02:55	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	3/3/2021 1:59 PM	210303-MNT01310	0:02:00	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	3/5/2021 6:50 PM	210305-MNT01344	0:01:16	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	3/7/2021 2:24 AM	210307-MNT01367	0:00:45	JUNIPERO AVE	4TH AVE	3
EMS call, excluding vehicle accident with injury	3/12/2021 11:18 PM	210312-MNT01480	0:04:56	CARPENTER ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	3/18/2021 8:54 AM	210318-MNT01592	0:02:18	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	3/20/2021 10:39 AM	210320-MNT01631	0:07:53	SANTA FE ST	8TH AVE	2
EMS call, excluding vehicle accident with injury	3/20/2021 4:52 PM	210320-MNT01642	0:01:17	JUNIPERO AVE	6TH AVE	3
EMS call, excluding vehicle accident with injury	3/21/2021 5:25 PM	210321-MNT01659	0:02:41	OCEAN AVE	DEL MAR AVE	3
EMS call, excluding vehicle accident with injury	3/22/2021 3:52 AM	210322-MNT01671	0:04:38	CARPENTER ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	3/24/2021 3:24 AM	210324-MNT01712	0:04:18	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	3/26/2021 11:02 AM	210326-MNT01772	0:03:53	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	3/30/2021 8:25 AM	210330-MNT01872	0:03:22	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	3/31/2021 5:18 PM	210331-MNT01920	0:03:26	GUADALUPE ST	5TH AVE	3
			19	0:03:22		
322-399 Series (Rescues)						
Motor vehicle accident with injuries	3/16/2021 11:31 AM	210316-MNT01554	0:03:40	LINCOLN ST	8TH AVE	3
Motor vehicle/pedestrian accident (MV Ped)	3/12/2021 5:05 PM	210312-MNT01476	0:02:18	OCEAN AVE	CARPENTER ST	3
Rescue or EMS standby	3/4/2021 11:49 AM	210304-MNT01322	0:03:25	6TH AVE	JUNIPERO AVE	3
Rescue or EMS standby	3/5/2021 12:29 PM	210305-MNT01334	0:01:09	OCEAN AVE	DOLORES ST	3
Rescue or EMS standby	3/10/2021 4:11 PM	210310-MNT01439	0:03:29	25981 RIDGEWOOD RD		3
Rescue or EMS standby	3/16/2021 6:31 PM	210316-MNT01563	0:03:21	9TH AVE	TORRES ST	3
			6	0:02:54		
400 Series (Hazardous Material)						
Carbon monoxide incident	3/17/2021 8:45 PM	210317-MNT01584	0:04:21	3RD AVE	GUADALUPE ST	3
Power line down	3/2/2021 1:31 PM	210302-MNT01289	0:02:39	GUADALUPE ST	OCEAN AVE	3
			2	0:03:30		

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
500 & 600 Series (Service Calls)						
Person in distress, other	3/3/2021 7:27 AM	210303-MNT01303	0:03:38	MONTE VERDE ST	4TH AVE	2
Water or steam leak	3/3/2021 12:13 PM	210303-MNT01306	0:01:59	6TH AVE	DOLORES ST	3
Water or steam leak	3/27/2021 9:25 AM	210327-MNT01794	0:02:30	7TH AVE	DOLORES ST	2
Public service assistance, other	3/31/2021 6:39 PM	210331-MNT01922	0:03:45	MONTE VERDE ST	10TH AVE	2
Public service	3/25/2021 3:17 PM	210325-MNT01747	0:04:10	SAN ANTONIO AVE	11TH AVE	2
Assist invalid	3/7/2021 9:37 AM	210307-MNT01372	0:03:17	MONTE VERDE ST	4TH AVE	2
Assist invalid	3/19/2021 6:48 AM	210319-MNT01612	0:03:21	LINCOLN ST	7TH AVE	2
Assist invalid	3/21/2021 11:55 PM	210321-MNT01669	0:04:00	13TH AVE	MISSION ST	2
Dispatched & canceled en route	3/20/2021 8:41 PM	210320-MNT01645	0:02:05	SAN CARLOS ST	5TH AVE	3
No incident found on arrival at dispatch address	3/23/2021 8:06 PM	210323-MNT01709	0:09:20	DOLORES ST	1ST AVE	2
		10	0:03:49			

700 Series (False Alarms)

Heat detector activation due to malfunction	3/9/2021 9:33 PM	210309-MNT01421	0:02:01	LINCOLN ST	8TH AVE	3
Unintentional transmission of alarm, other	3/2/2021 4:43 PM	210302-MNT01293	0:01:49	N CARMELO ST	4TH AVE	3
Smoke detector activation, no fire - unintentional	3/2/2021 10:57 AM	210302-MNT01288	0:03:19	TORRES ST.	3RD AVE	3
Smoke detector activation, no fire - unintentional	3/10/2021 8:06 PM	210310-MNT01445	0:02:43	MISSION ST	OCEAN AVE	2
Detector activation, no fire - unintentional	3/15/2021 7:05 AM	210315-MNT01529	0:03:16	SAN CARLOS ST	7TH AVE	3
Detector activation, no fire - unintentional	3/18/2021 11:29 AM	210318-MNT01597	0:02:35	JUNIPERO AVE	6TH AVE	3
Alarm system activation, no fire - unintentional	3/7/2021 8:59 AM	210307-MNT01370	0:03:05	SAN CARLOS ST	8TH AVE	3
Alarm system activation, no fire - unintentional	3/7/2021 10:12 AM	210307-MNT01374	0:03:54	SAN CARLOS ST	8TH AVE	2
Alarm system activation, no fire - unintentional	3/23/2021 7:45 AM	210323-MNT01698	0:03:29	JUNIPERO AVE	6TH AVE	3
		9	0:02:55			

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

Code 2 Calls	12
Code 3 Calls	35
Total # of Incidents	47
% Under 5 Minute Response Time	100.0%



CITY OF CARMEL-BY-THE-SEA

Monthly Report

March 2021

City Clerk's Office

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
SUBMITTED ON:	April 20, 2021
APPROVED BY:	Chip Rerig, City Administrator

In the month of March, the City handled 30 requests for public records.

	This Month	Calendar YTD
City Clerk's Office	15	28
Police Department	15	40
TOTAL REQUESTS/RESPONSES	30	68

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2021-014	3/1/2021	3/11/2021	all short term rental permit holders in the downtown area. A simple list of all approved permits will suffice	Parker Logan	3/10/2021	
2021-015	3/1/2021	3/11/2021	all email communication between Chip Rerig and Lizette Fiallo	Parker Logan	3/10/2021	
2021-016	3/1/2021	3/11/2021	any all documents regarding, referencing, reflection, or pertaining to the accounting and tracking of actual man hours worked by any City of Carmel employee in traching, monitoring, inspecting, overseeing, reviewing or otherwise engaged in the work permitted by the City of Carmel, and ofr which said work was charged against the fees paid for the permits identified below: 170343, 180043, 180047, 180048, 18-323, 19-575	Ashlee Gustafson, Walker & reed, Attorneys at Law	4/16/2021	
2021-017	3/2/2021	3/12/2021	records related to ordinances which prohibit or regulate signs on vehicles; and ordinances which prohibit the parking of trailers	Bruce Boyer	3/10/2021	DUPLICATE REQUEST; see PRA 2021-010
2021-018	3/3/2021	3/13/2021	APN # 010-138-006-000 for the current permits of this building	Gina Blancarte	3/8/2021	
2021-019	3/8/2021	3/18/2021	any/all electronic documents you may have on file for this property. (ie: permits, plans, as built, anything filed by the builder/owner); information on restrictions/guidelines on Historical property such as this	Shante Pappas, The Pappas Team	4/16/2021	
2021-020	3/11/2021	3/22/2021	permit history on a property on Casanove 10 NE of Ocean. APN 010-214-024	Mark Trapin	3/16/2021	
2021-021	3/17/2021	3/29/2021	all communications (emails, correspondence, etc.) since 2015 between the City of Carmel and Paul Bruno and Julie Bruno regarding the property at SE Corner of Casanova & 4th, Carmel including the Oak tree removal and construction project	Judy O'Day	4/13/2021	
2021-022	3/17/2021	3/29/2021	Ordinances 2007-10, 2004-01, 2020-08, 2020-09	MJ Pierce	3/18/2021	
2021-023	3/10/2021	3/22/2021 - (clarification needed-will change the date) 3/29/2021	All correspondence received by any city employee from Jonathan Higgenbotham mentioning Alisha Kinney or Ronald Austin. All correspondence sent by any city employee to Jonathan Higgenbotham mentioning Alisha Kinney or Ronald Austin.	Ron Austin	3/26/2021	requested time frame for the search 3/18/2021
2021-024	3/19/2021	3/29/2021	I'm with Esperanza Carmel and we would like to know if the City has plans on file for two of our properties. If so, I would like to know how we could retrieve a copy of the existing floor plans as well as the exterior elevations. The two properties are: Scenic 3 SE of 9th, Scenic 4 SE of 9th	Valerie Vogel, Esperanza Carmel	3/24/2021	reviewed file at City Hall
2021-025	3/19/2021	3/29/2021	would like to see a design submitted by Olof Dahlstrand, Carmel architect. for a new all purpose one story building on Vista Lobos.	Sue McCloud	3/25/2021	
2021-026	3/26/2021	4/5/2021	all documents for the property owned by Judy O'Day located at SE Corner of Casanova & 4th, (AP #010-214-028), including property file, building permit file and all electronic files	Julie Bruno	4/13/2021	
2021-027	3/30/2021	4/9/2021	phone number and/or a contact email for the business operating as Royal Bee, on Dolores Street in Carmel	Sharon Graves	4/2/2021	
2021-028	3/31/2021	4/12/2021	UNREDACTED OATH of G. Maldonado, along with his first name, and a copy of his bond	Theres Buccola	4/12/2021	

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Attachment 4 Phone	Info Requested	Status	Date & PSO Mailed
2020-0001	3/1/2021 MJR	3/10		3/20 DA	Robert Diccio	239-253-0161	CG1000852	completed	mailed by DA
2020-0002	3/12/2021	3/22/2021		3/12 DA	Ty Koster		CG2000591	completed	released at front counter by DA
2020-0003	3-10-21 CN	3/20/2021		3/13 DA	Christine Reed	831-234-1259	CA2000303, accident photos	completed	picked up on 3/17
2020-0004	3/15/2021 mjr			3/20 DA	UPS-Eddie Valero	831-245-6628	CA2100122	completed	mailed by DA
2020-0005	3/19/21da	3/29/2021		3/19 DA	LEXIS NEXIS		ACCIDENT REPORT	NO REPORT LOCATED	MAILED BACK FORM
2020-0006	03/19/21 MJR	3/29/2021		3/20 DA	Silva Injury Law	209-600-4389	CG2100122	completed	mailed by DA
2020-0007	3/20/21 MJR	3/30/2021		4/14 DA	Jason Togneri	516-698-7231	CG2100127	completed	mailed by DA
2020-0008	3/22/2021			03/22 MJR	Will Bufkin	415-407-6076	CG2100259	completed	released at counter MJR
2020-0009	3/22/2021	4/1/2021		3/26/21 DA	Jill Shubel	574-9025	CG2100134	completed	redacted report released at front counter
2020-0010	3/23/2021	4/2/2021		3/31 DA	Sandra Pepe	595-7399	CG2100125	completed	redacted report mailed by DA
2020-0011	3/23/2021 mw	4/2/2021		03/23/21 mw	Metropolitan	800-245-6686	CA2100129	completed	mailed
2020-0012	03/29 mw	4/8/2021		3/31 DA	Will Bans	831-241-0280	Press Logs	completed	emailed by DA
2020-0013	3/23/2021	4/3/2021			Cooper, Cooper & Morris		SDT Car Cam CQ2000331	completed	mailed to attorney
2020-0014	4/6 MJR	4/6/2021		4/6/2021	Wallis, Craig		CG2000486	completed	picked up at door MJR
2020-0015	3/27 DA	4/7/2021		4/7 DA	Amie Alexander	831-277-7409	CG1600427	completed	mailed by DA

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CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – March 2021

TO: Honorable Mayor and City Council Members

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

SUBMITTED ON: April 12, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Meeting of March 2, 2021

- Approved a funding agreement with the Transportation Agency of Monterey County (TAMC) for the Wayfinding Sign Program, for about 15 signs, with an estimated value of \$18,500.
- Approved a budget amendment to receive a grant up to \$3,950 from the Monterey Peninsula Water Management District for a demonstration rain garden at the Public Works facility.
- Held a Public Hearing regarding an appeal by Dr. Price of the Forest and Beach Commission's ruling for an assessment of \$5,803 for removing three Pittosporum trees without a permit at Junipero and Thirteenth. Council lowered the total assessment to \$2,500.
- Received a presentation from the Environmental Programs Manager regarding a progress update of the Climate Committee and requirements for a Climate Action Plan.

Special Council Meeting of March 16, 2021

- Public Works Director presented the first review of the Capital Improvement Program (CIP) for Fiscal Year (FY) 2021/22, including projects completed in FY 2020/21, urgent public safety projects to begin in April 2021, recommended CIP and alternative projects for FY 2021/22, projects funded by external sources or budget carry-overs, and an overview of the 5-year CIP.

Forest and Beach Commission Meeting of March 11, 2021

- Assessed a total fee of approximately \$32,400 (Hunter) for the unpermitted damage to a City-owned pine tree at the northwest corner of Casanova Street and Thirteenth Avenue. Despite protection, the tree was damaged when the new home's contractor excavated and ripped large roots while grading for a new driveway, and the tree had to be promptly removed.
- First review of tree and landscaping opportunities for the proposed Ulrika Plaza development, located at Fifth Avenue and Dolores Street. Developer to submit a landscaping plan.
- Established an Ad Hoc Committee, consisting of two Commissioners, one representative of the Friends of Carmel Forest, and one staff member, to plan for the Fall Arbor Day event.

Climate Action Committee Meeting of March 18, 2021

- The meeting was canceled. Next meeting is April 15, 2021.

Public Works Administration

- Served on Traffic Safety Committee on March 25, and will install four (4) new “Slow” signs, mark a cross walk at Ocean and San Antonio (west side), and convert one parking space.
- Compiled CIP project requests from other departments, and formulated a draft, 5-year CIP. Updated the draft CIP based on Council comments received on March 16th.
- Submitted the Public Works Operating Budget for FY 2021/22 with a 4% overall increase.
- Continued to hold weekly meetings with Carmel Cares to coordinate improvements to the Scenic Pathway, Devendorf Park, Forest Theater, median islands, and other initiatives.
- Coordinated with Ms. Bertolini who placed a beautiful, heart-shaped flower arrangement on the shore bluff to commemorate the March 1st Covid Memorial Day.
- Most Public Works employees received the Covid-19 vaccine, thanks to Monterey Fire.

Environmental Programs

- Installed the last Bearsaver trash/recycling container in MTNP.
- Completed production of a video, filmed on the Scenic Pathway, about proper recycling and promoting the “What Goes Where” application. Video is on the website and in a Friday Letter.
- Coordinated with CAWD to clean out all four (4) hydrodynamic separators to prevent trash and leaves from being released into Carmel Bay.
- Met with SiteLogiQ to review a draft of their energy efficiency findings and a matrix of 17 efficiency opportunities for most City buildings and facilities.
- Received three (3) quotes from proprietary vendors for a replacement water filtration system at the Public Works Yard, needed to wash vehicles in compliance with stormwater permits.
- Coordinated technical data needed to update the Coastal Development Permits for the Mission Trail Nature Preserve (MTNP) and North Dunes.
- Began writing the draft Vulnerability Report for the Climate Committee.

Facility Maintenance

- The fire pump system serving the Sunset Center complex burned out rendering the Center unable to be safely occupied. Coordinated with the pump manufacturer, The Brown Company, issued Purchase Order, and submitted technical information to the Fire Marshall for approval.
- Received three bids for installation of the new fire pump equipment. Negotiated with the low bidder, Cosco Fire Protection, to update the scope of work and reduce the cost.
- The broken fire alarm panel was replaced at the Harrison Memorial Library.
- Repaired the heater in the basement of City Hall.
- Obtained planning and building approvals, and purchased an ADA-compliant drinking fountain for Piccadilly Park. In addition, an ADA-compliant teak wood bench was placed at the park.
- Installed vents in the 911 Server Room door.
- Installed an evidence deposit box in the Police building.

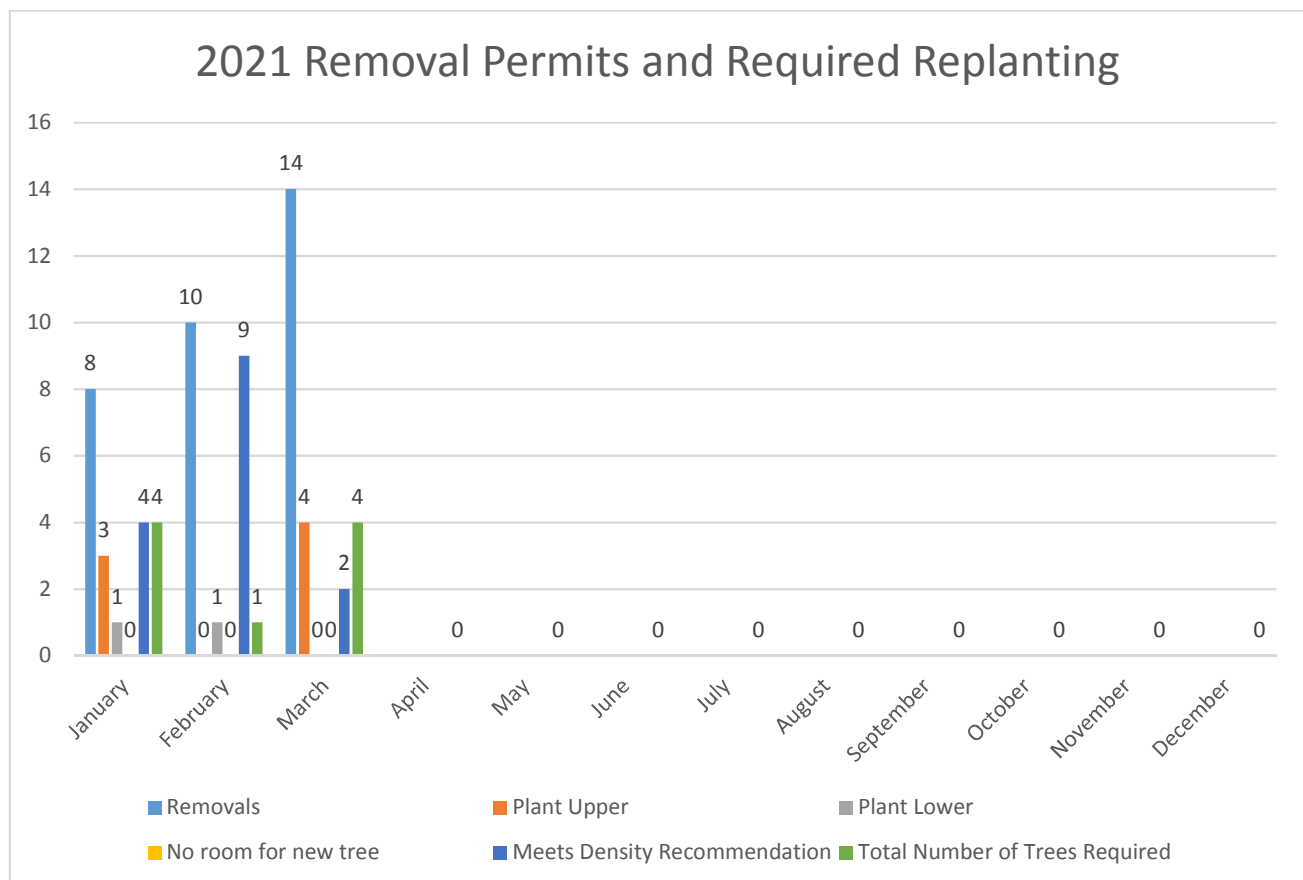
Street Maintenance

- Cleared tree limbs, debris, and drainage channels following winter storms.
- Picked up piles of fire fuel and ivy, removed by Master Gardeners and Friends of MTNP volunteers, from the Lester Rowntree Native Plant Garden and along the Serra Trail.
- Continued making repairs to sidewalk uplifts based on the annual sidewalk inspection survey.
- Installed more post and cable railing in the North Dunes habitat restoration area.

Forestry, Parks and Beach (Forester's Report)

- Carmel Cares made remarkable progress in Denvendorf Park by removing ivy and dead plants, pruning overgrowth, cleaning up landscaped islands, planting at the fishpond, and refreshing flower beds. Public Works supported with repair of curbs and benches and placement of boulders at the 9/11 and Vietnam Memorials' flower beds.
- Carmel Cares also continues to upgrade the Scenic Pathway and Forest Theater facilities, and removed overgrown ice plant along a stone wall on the beach.
- Contracted to have 14 large, dead trees and up to 50 stumps removed.
- Twelve (12) sites were inspected to confirm replanting. Eleven (11) new trees were planted, but two locations did not have the required new trees planted. One site is still under construction.
- A cypress tree failed at San Antonio and Twelfth Avenues. A stem of a private, multi-stem oak tree failed at Twelfth Avenue and Lincoln Street. A cracked limb was removed from an acacia tree at Monte Verde Street and Tenth Avenue before it fell off.
- A grant-funded, demonstration rain garden was installed at the Public Works Building.
- Reviewed Chapter 17 of the Carmel Municipal Code with the Planning Department.
- 2,728 trees have been inventoried in TreeKeeper as of April 19, 2021. Staff is inventorying trees as work and inspections are performed.

Private and Development Activities

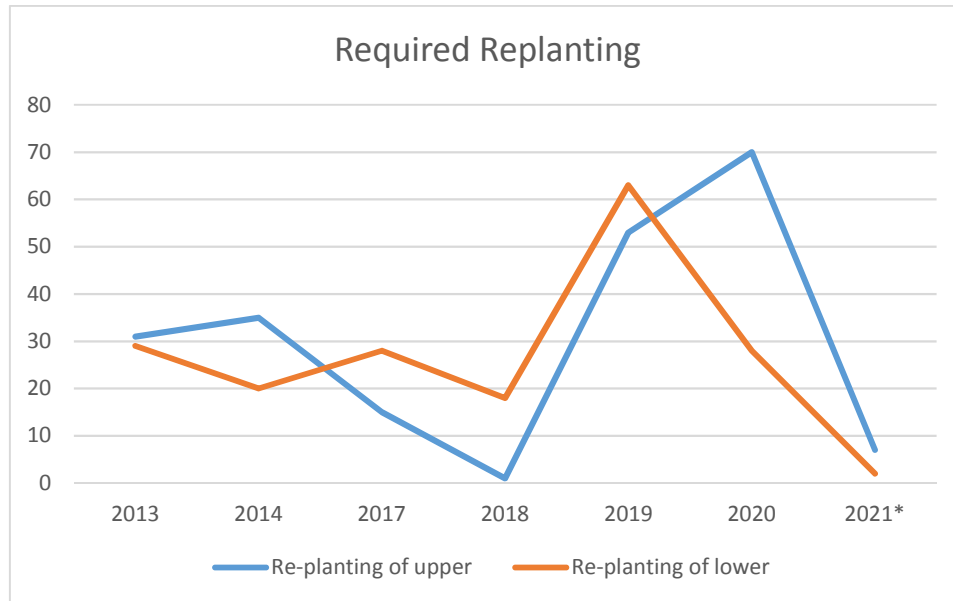


2021 Permitted Removals and Required Plantings

	Removals	Plant Upper	Plant Lower	No room for new tree	Meets Density Recommendation	Total Number of Trees Required
January	8	3	1	0	4	4
February	10	0	1	0	9	1
March	14	4	0	0	2	4
April						0
May						0
June						0
July						0
August						0
September						0
October						0
November						0
December						0
2021 Totals	32	7	2	0	15	9

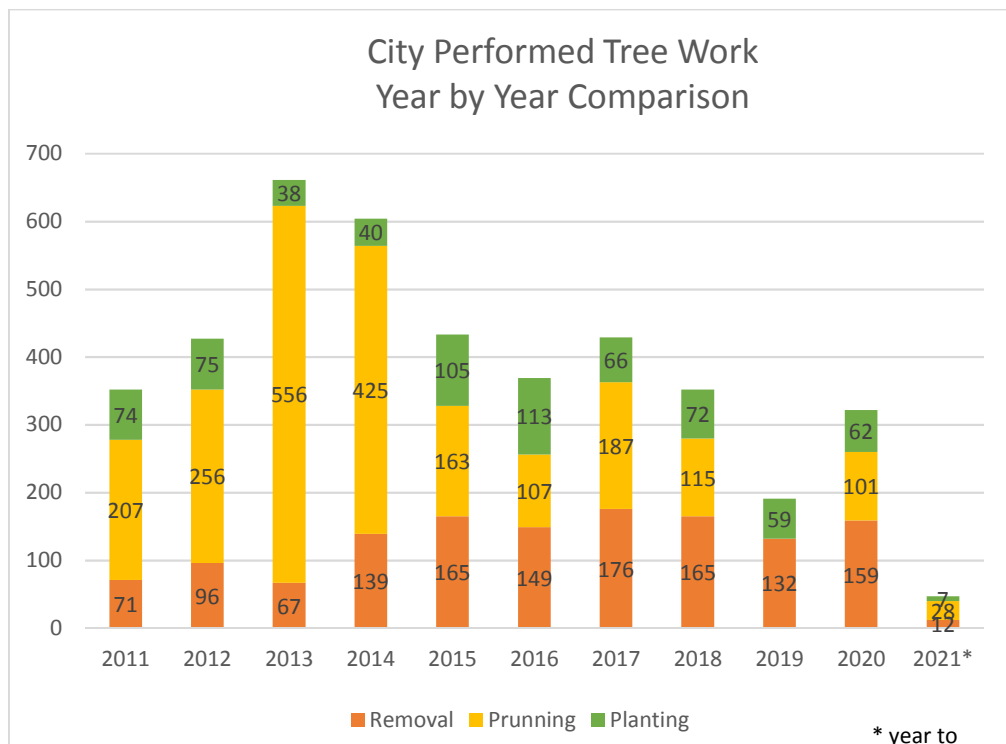
Historic Permitted Removals and Required Plantings

	Removal Permits	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%
2018	77	37	60	20	1	18	25.97%
2019	170	107	63	116	53	63	68.24%
2020	175	57	41	120	67	26	68.57%
2021* Yr to date	27	23	9	9 44	7	2	33.33%



City Forestry, Parks, and Beach Activities

City Tasks March 2021	
Work Type	Count
Inspection	46
Pruning	0
Removals	2
Failures	3
Planting	6





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

May 3, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: March 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for March 2021.

BACKGROUND/SUMMARY:

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

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

FISCAL IMPACT:

The check register summary for March 2021 totals \$631,089.

PRIOR CITY COUNCIL ACTION:

Council ratified the February 2021 check register at its April 6 regular meeting.

ATTACHMENTS:

March 2021 check register

March 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 110 City Council				
46609	Liebert Cassidy Whitmore	Intro class: Ferlito	03/05/2021	75.00
46613	Peninsula Messenger LLC	Mail sorting and delivery	03/05/2021	6,437.00
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	46.20
Total for Department: 110 City Council				6,558.20

Department: 111 City Administration

46588	Jeanette Campbell	FY19-20 Years of service award: 25 years	03/11/2021	300.00
46591	Alhambra	Water service-City Hall	03/05/2021	81.06
46594	AT&T	Telephone service citywide	03/05/2021	3,157.81
46598	Carmel Office Supply	Shipping fees-IT	03/05/2021	40.70
46600	Centro Print Solutions	Form 1099 and envelopes	03/05/2021	176.06
46602	Coastal TPA, Inc	Dental and vision reimbursement claims	03/05/2021	220.44
46603	Code Publishing Company	Muni Code updates-Paper and electronic	03/05/2021	375.00
46606	Digital Deployment	Maintenance and security updates for website	03/05/2021	700.00
46614	Pitney Bowes Global Financial	Postage meter lease	03/05/2021	676.42
46616	T-Mobile	Usage: voice, messaging, data	03/05/2021	1,458.39
46618	Carmel Pine Cone	Legal noticing	03/11/2021	161.25
46631	Amazon Web Services Inc	Monthly data storage and cloud service fees	03/12/2021	1,174.35
46634	Aviate Enterprises Inc	Annual renewal: IT Enterprise Immune System	03/12/2021	15,046.92
46638	Chavan and Associates, LLC	Financial audit	03/12/2021	3,000.00
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	1,603.95
46647	Iron Mountain	Records management and storage fees	03/12/2021	438.41
46652	MUFG Union Bank, N.A.	Bond refinance fees	03/12/2021	420.00
46653	Office Depot, Inc.	Office supplies	03/12/2021	219.64
46659	Softchoice Corporation	Microsoft Agreement licenses	03/12/2021	14,727.63
46660	Sprint	Usage: voice, messaging, data	03/12/2021	331.54
46667	Zoom Imaging Solutions, Inc.	Admin copier usage fees	03/12/2021	198.86
46678	Amazon Web Services Inc	Monthly data storage and cloud service fees	03/18/2021	1,188.81
46682	Carmel Pine Cone	Legal noticing	03/18/2021	195.00
46684	CCAC	Conference registration: Avrit	03/18/2021	30.00
46688	Government Finance Officers Assoc.	Annual membership	03/18/2021	160.00
46696	Toshiba Financial Service	Copier contract Admin ESTUDIO 5506ACT	03/18/2021	373.06
46697	Wageworks, Inc	Healthcare monthly admin and compliance fee	03/18/2021	160.00
46705	Comcast	Business cable services-City Hall	03/26/2021	68.54
46706	Corbin Willits System	MOM Software support	03/26/2021	720.79
46719	Prism Public Risk Innovation	FY 2020-2021 Employee Assistance Program	03/26/2021	474.60

46725	US Bank	Subscriptions, IT equip repairs, supplies	03/26/2021	4,273.74
Total for Department: 111 City Administration				52,152.97
Department: 112 City Attorney				
46635	Burke,Williams & Sorensen, LLP	Legal services	03/12/2021	24,278.00
46661	Telecom Law Firm PC	Legal services for wireless ordinance	03/12/2021	5,483.00
Total for Department: 112 City Attorney				29,761.00
Department: 115 Community Planning & Building				
46602	Coastal TPA, Inc	Dental and vision reimbursement claims	03/05/2021	284.00
46604	CSG Consultants, Inc.	Building plan review services	03/05/2021	804.00
46607	Engineered Fire Systems	Plan review services for fire systems	03/05/2021	650.00
46620	Carmel Towing & Garage	Fuel - CPB vehicle	03/11/2021	31.91
46621	FedEx	Plan delivery for volume study	03/11/2021	45.19
46623	Jermel Laurie	Work boot reimbursement per MOU	03/11/2021	225.00
46625	Office Depot, Inc.	Office supplies	03/11/2021	587.49
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	549.84
46701	Carmel Towing & Garage	Fuel - CPB vehicle	03/26/2021	37.86
46709	CSG Consultants, Inc.	Building plan review services	03/26/2021	6,387.03
46710	De Lage Landen Financial	Front copier lease	03/26/2021	212.22
46711	Engineered Fire Systems	Plan review services for fire systems	03/26/2021	300.00
46725	US Bank	Freshworks subscription, training registration fee	03/26/2021	524.95
Total for Department: 115 Community Planning & Bu				10,639.49
Department: 116 Police				
46593	Angel Armor	Safety equipment for police officers	03/05/2021	3,411.52
46597	Caltronics Business Systems, Inc.	Copy machine usage fee per contract	03/05/2021	174.23
46598	Carmel Office Supply	Shipping fees	03/05/2021	39.89
46599	Carmel Towing & Garage	Police dept fuel	03/05/2021	30.41
46602	Coastal TPA, Inc	Dental and vision reimbursement claims	03/05/2021	1,150.80
46611	Monterey County, Dept of Emerg Communications	NGEN /Operations & maintenance	03/05/2021	42,902.74
46612	Pacific Gas & Electric	Video cameras citywide	03/05/2021	169.10
46615	T2 Systems Canada Inc.	Digital Iris Services	03/05/2021	125.00
46617	US Bank	Training fees, car washes, uniform pants	03/05/2021	1,033.05
46629	Alhambra	Bottle Water Service for PD	03/12/2021	158.17
46637	Carmel Towing & Garage	Police dept fuel	03/12/2021	2,824.55
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	1,411.17
46641	Comcast	Cable TV/High Speed Internet for PD	03/12/2021	707.58
46649	Lemos Service Inc	PD vehicle repair services	03/12/2021	903.18
46666	Verizon Wireless	Air Cards for PD Vehicles for FY 20/21	03/12/2021	204.03

46679	American Messaging	Messaging services	03/18/2021	2.50
46686	Coastal TPA, Inc	Dental and vision reimbursement claims	03/18/2021	553.26
46690	Jacob Clifford	Reimbursement: rifle sling	03/18/2021	53.15
46704	Coastal TPA, Inc	Dental and vision reimbursement claims	03/26/2021	282.28
46705	Comcast	Cable TV/High Speed Internet for PD	03/26/2021	234.68
46708	County of Monterey IT Dept	PD cellular access	03/26/2021	496.80
46710	De Lage Landen Financial	Police Dept Copier Lease	03/26/2021	161.69
46714	Littlewood Forensic Solutions	Supplies	03/26/2021	91.50
46718	Office Depot, Inc.	Office supplies	03/26/2021	75.35
46725	US Bank	Vehicle/bike/building maintenance, supplies	03/26/2021	2,687.52
46726	Verizon Wireless	Air Cards for PD Vehicles for FY 20/21	03/26/2021	304.08

Total for Department: 116 Police	60,188.23
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Department: 117 Fire

46601	City Of Monterey	FY 20/21 Fire Contract Monthly Charges	03/05/2021	217,409.76
46610	Mission Linen Service	Linen maintenance	03/05/2021	106.57
46632	American Supply Company	Cleaning supplies	03/12/2021	172.94
46637	Carmel Towing & Garage	Fuel purchases for fire vehicles	03/12/2021	388.53
46650	Mission Linen Service	Linen maintenance	03/12/2021	336.79
46698	Alhambra	Water service: Fire Dept	03/26/2021	166.39
46708	County of Monterey IT Dept	Fire Dept: Cellular access	03/26/2021	149.04
46716	Mission Linen Service	Linen maintenance	03/26/2021	106.57

Total for Department: 117 Fire	218,836.59
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Department: 118 Ambulance

46595	Bound Tree Medical LLC	Medical supplies	03/05/2021	544.15
46601	City Of Monterey	Ambulance administration	03/05/2021	1,672.41
46601	City Of Monterey	City of Monterey OT Coverage for Ambulance Depa	03/05/2021	11,530.00
46636	Caltronics Business Systems, Inc.	Copy machine usage fee per contract	03/12/2021	48.13
46637	Carmel Towing & Garage	Fuel purchases for ambulance	03/12/2021	737.02
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	57.75
46643	Cypress Coast Ford/Lincoln	Ambulance vehicle repairs	03/12/2021	3,795.73
46644	De Lage Landen Financial	Ambulance-Copier lease	03/12/2021	71.01
46655	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	03/12/2021	121.49
46666	Verizon Wireless	Air Cards for Ambulance	03/12/2021	43.01
46691	Jonathan Moulton	Reimbursement: Paramedic license renewal	03/18/2021	225.00
46703	City Of Monterey	Ambulance repairs parts and labor	03/26/2021	406.94
46703	City Of Monterey	City of Monterey OT Coverage for Ambulance Depa	03/26/2021	10,697.66
46726	Verizon Wireless	Cell Phone Service for Ambulance	03/26/2021	90.06

Total for Department: 118 Ambulance	30,040.36
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Department: 119 Public Works

46602	Coastal TPA, Inc	Dental and vision reimbursement claims	03/05/2021	889.80
46627	Acme Rotary Broom Service	6 sweeper gutter brooms	03/12/2021	1,000.14
46628	Airtec Inc	Service call: Murphy House	03/12/2021	354.25
46630	Always Under Pressure	Service call	03/12/2021	270.00
46633	Applied Marine Sciences	Watershed sampling services	03/12/2021	5,652.34
46636	Caltronics Business Systems, Inc.	Copy machine usage fee per contract	03/12/2021	30.10
46639	Cintas Corporation	Uniforms for PW	03/12/2021	297.80
46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	464.25
46642	Community Tree Service	Tree work citywide	03/12/2021	3,715.00
46644	De Lage Landen Financial	Copier lease and usage	03/12/2021	205.39
46645	Edges Electrical Group	Electrical supplies for PW	03/12/2021	14.72
46646	Griggs Nursery Inc	Plants, trees and supplies	03/12/2021	409.12
46648	Iverson Tree Service	Tree work citywide	03/12/2021	1,500.00
46651	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle supplies for PW	03/12/2021	43.99
46656	Pureserve Building Service	Janitorial Services	03/12/2021	15,695.75
46657	Salinas Valley Ford Sales	Auto supplies	03/12/2021	123.45
46658	Scarborough Lumber & Building	Supplies for PW	03/12/2021	71.28
46662	Tope's Tree Service Inc.	Tree work citywide	03/12/2021	572.00
46663	Transportation Agency for Monterey County	MTC Street Saver subscription	03/12/2021	2,950.00
46664	Trucksis Enterprises, Inc.	US flags	03/12/2021	189.77
46665	US Bank	Supplies, COVID sanitation spray services	03/12/2021	1,069.82
46677	Ailing House Pest Control	Pest control services	03/18/2021	115.00
46681	Carmel Area Wastewater District	Restaurant inspection services	03/18/2021	857.76
46683	Carmel Towing & Garage	February fuel	03/18/2021	1,864.75
46685	Cintas Corporation	Uniforms for PW	03/18/2021	271.04
46686	Coastal TPA, Inc	Dental and vision reimbursement claims	03/18/2021	961.04
46687	Golden State Portables	Handicap unit Forest Theater	03/18/2021	380.88
46689	Greenwaste Recovery Inc	Vista Lobos yellow foodwaste bin	03/18/2021	109.61
46692	Leo Hernandez	Work boot reimbursement per MOU	03/18/2021	185.67
46694	PSTS, Inc.	Maint. pump the oil-water separator	03/18/2021	595.00
46695	Scarborough Lumber & Building	Supplies for PW	03/18/2021	44.46
46698	Alhambra	Water service Public Works	03/26/2021	78.99
46702	Cintas Corporation	Uniforms for PW	03/26/2021	123.91
46704	Coastal TPA, Inc	Dental and vision reimbursement claims	03/26/2021	172.80
46712	Granite Rock Company	Supplies for PW	03/26/2021	146.00
46720	Scarborough Lumber & Building	HML irrigation repair project supplies	03/26/2021	42.31
46721	Security Shoring & Steel Plates Inc	Plates to clean CDS on beach	03/26/2021	381.00
46723	Tope's Tree Service Inc.	Tree work citywide	03/26/2021	8,500.00
46725	US Bank	Freshworks subscription	03/26/2021	100.00

Total for Department: 119 Public Works

50,449.19

Department: 120 Library

46602	Coastal TPA, Inc	Dental and vision reimbursement claims	03/05/2021	104.00
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46640	Coastal TPA, Inc	Dental and vision reimbursement claims	03/12/2021	219.25
46686	Coastal TPA, Inc	Dental and vision reimbursement claims	03/18/2021	2,070.76
46693	Pacific Grove Self Storage	Storage unit for city art	03/18/2021	279.00
Total for Department: 120 Library				2,673.01

Department: 122 Economic Revitalization

46722	Sunset Cultural Center Inc.	Sunset Center Operating Grant: Q4	03/26/2021	144,375.00
Total for Department: 122 Economic Revitalization				144,375.00

Department: 130 Non-Departmental

46592	Alliant Insurance Services	Public Official Bond: Rerig	03/05/2021	315.00
46612	Pacific Gas & Electric	Gas & electric service citywide	03/05/2021	9,628.43
46654	Pacific Gas & Electric	Gas & electric service citywide	03/12/2021	903.88
46680	Cal-Am Water Company	Water service citywide	03/18/2021	8,418.72
46699	Carl Warren & Company	Liability insurance premium/claim payments	03/26/2021	223.50
46724	Tristar Risk Management	Workers Comp Admin Fees: Q4	03/26/2021	3,225.00
Total for Department: 130 Non-Departmental				22,714.53

46717	Native Solutions	Restoration services & volunteer supervision	03/26/2021	2,700.00
Total for Department: 311 Capital Projects				2,700.00

Grand Total	631,088.57			
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March Contract Payments:

Vendor	Contract Amt	Paid through March	Contract Balance	
Pen Messenger	\$ 58,000.00	\$ 28,085.00	\$ 29,915.00	
Pureserve	\$ 198,349.00	\$ 141,261.75	\$ 57,087.25	
City of Monterey	\$2,493,245.00	\$ 1,739,278.08	\$ 753,966.92	Fire admin services
Tope's Tree Svc	\$ 25,000.00	\$ 18,885.00	\$ 6,115.00	
Chavan & Assoc.	\$ 32,000.00	\$ 27,000.00	\$ 5,000.00	
Iverson Tree Svc.	\$ 75,000.00	\$ 3,481.25	\$ 71,518.75	
Native Solutions	\$ 34,500.00	\$ 27,200.00	\$ 7,300.00	



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

May 3, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-012 approving a Memorandum of Understanding (MOU) for the Central Coast Community Energy (3CE) shared seats with the Cities of Monterey and Pacific Grove and appointing Council Member Baron as the Policy Board Alternate pursuant to the MOU

RECOMMENDATION:

Adopt Resolution 2021-012 approving a Memorandum of Understanding (MOU) for the Central Coast Community Energy (3CE) shared seats with the Cities of Monterey and Pacific Grove and appointing Council Member Baron as the Policy Board Alternate pursuant to the MOU.

BACKGROUND/SUMMARY:

Central Coast Community Energy (3CE) is a Community Choice Energy agency established by local communities to source clean and renewable electricity for Monterey, San Benito and Santa Cruz counties and parts of San Luis Obispo and Santa Barbara counties while retaining the utility provider's traditional role of delivering power and maintaining electric infrastructure as well as billing. Before including parts of San Luis Obispo and Santa Barbara counties, 3CE was known as Monterey Bay Community Power. The City shares a seat on the governing Policy and Operations Boards with the Cities of Monterey and Pacific Grove.

3CE's Policy and Operations Boards are comprised (respectively) of local elected officials and City Managers/City Administrators/Chief Administrative Officers from member agencies. Each shared board seat has a primary, alternate and at-large representatives assigned from the three cities. Adopting a memorandum of understanding (attached) between the three cities will allow for an agreed upon rotational schedule for the representatives for the shared seats on the Policy and Operations Boards going forward. The Cities of Pacific Grove and Monterey City Council's have signed the Memorandum of Understanding.

Regardless of each cycle or appointed individuals, elected officials and City Managers/Administrators/Chief Administrative Officers are invited to attend 3CE meetings as they see fit.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

The City Council routinely makes appointment to various outside agencies.

ATTACHMENTS:

Attachment #1 - Resolution 2021-012 Approving MOU with 3CE and appointing Council Member Baron as Policy Board Alternate

Attachment #2 - 3CE Policy and Operational Board Appointments MOU

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

RESOLUTION NO. 2021-012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CENTRAL COAST
COMMUNITY ENERGY (3CE) SHARED SEATS WITH THE CITIES OF MONTEREY AND
PACIFIC GROVE AND APPOINTING COUNCIL MEMBER BARON AS THE POLICY BOARD
ALTERNATE PURSUANT TO THE MOU**

WHEREAS, Central Coast Community Energy (3CE) is a Community Choice Energy agency established by local communities to source clean and renewable electricity for Monterey, San Benito and Santa Cruz counties and parts of San Luis Obispo and Santa Barbara counties; and

WHEREAS, 3CE's Policy and Operations Boards are comprised (respectively) of local elected officials and city managers/chief administrative officers from member agencies; and

WHEREAS, adopting a memorandum of understanding between the three cities will allow for an agreed upon rotational schedule for the representatives for the shared seats on the Policy and Operations Boards going forward; and

WHEREAS, in addition to their duties on the City Council, Council Members serve as the City's representatives to outside agencies.

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

Approve the Memorandum of Understanding for the Central Coast Community Energy (3CE) shared seats with the Cities of Monterey and Pacific Grove; and

Appoint Council Member Baron as the Policy Board Alternate pursuant to the MOU.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 3rd day of May, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on _____ ("Effective Date") by and between the City of Pacific Grove, City of Monterey and City of Carmel by the Sea., The three cities shall be collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. As a public agency, Central Coast Community Energy (3CE) is governed by a Policy Board and an Operational Board comprised of elected officials, city managers and city administrators. This governing structure assures that the voices from each city and county served by 3CE will have a seat at the table when important decision regarding 3CE policies and operations are being made.
- B. The 3CE Policy Board and Operational Board are shared seats by the Parties.
- C. Each board seat shall have a designated primary and alternate designee appointed to 3CE by January 1st every other year.
- D. Appointments will be held for 2-year terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

1. Purpose. The purpose of this MOU, includes but is not limited to, allowing the Parties to agree to a rotational appointment schedule, further described in Exhibit A for naming elected officials, city managers and city administrators to the 3CE Policy Board and Operational Board shared seats. ("Purpose")
2. Term. This MOU may only be terminated by mutual written agreement.
3. Amendments. This MOU may only be amended by writing signed by all Parties.

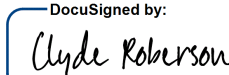
ACKNOWLEDGED AND AGREED:

City of Pacific Grove

DocuSigned by:

 By: _____
 Name: Bill Peake
 Title: Mayor

City of Monterey

DocuSigned by:

 By: _____
 Name: Clyde Roberson
 Title: Mayor

City of Carmel by the Sea

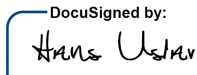
By: _____
 Name: Dave Potter
 Title: Mayor

City of Pacific Grove

DocuSigned by:

 By: _____
 Name: Ben Harvey
 Title: City Manager

City of Monterey

DocuSigned by:

 By: _____
 Name: Hans Uslar
 Title: City Manager

City of Carmel by the Sea

By: _____
 Name: Chip Rerig
 Title: City Manager

EXHIBIT A – 3CE Shared Seats Rotational Schedule

1. Policy Board. Each cycle is two years duration and filled by an elected official. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Policy Board Primary - Monterey

Policy Board Alternate - Pacific Grove

Policy Board At Large – Carmel by the Sea

Cycle 2

Policy Board Primary – Pacific Grove

Policy Board Alternate - Carmel by the Sea

Policy Board At Large – Monterey

Cycle 3

Policy Board Primary - Carmel by the Sea

Policy Board Alternate - Monterey

Policy Board At Large – Pacific Grove

2. Operational Board. Each cycle is two years duration and is filled by city managers or city administrators. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Operational Board Primary - Monterey

Operational Board Alternate - Carmel by the Sea

Operational Board At Large – Pacific Grove

Cycle 2

Operational Board Primary – Carmel by the Sea

Operational Board Alternate - Pacific Grove

Operational Board At Large – Monterey

Cycle 3

Operational Board Primary - Pacific Grove

Operational Board Alternate - Monterey

Operational Board At Large – Carmel by the sea

3. Starting Point. Policy Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment. Operational Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment.



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

May 3, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-013 authorizing the closure of certain streets and the erection of tents on public property for Concours on the Avenue.

RECOMMENDATION:

Adopt Resolution 2021-013 authorizing the closure of certain streets and the erection of tents on public property for Concours on the Avenue.

BACKGROUND/SUMMARY:

Due to the COVID-19 pandemic Car Week events were cancelled throughout the peninsula during 2020.

At this point in time Monterey County is in the Orange Tier of the State's Blueprint for a safer economy. Under the Orange Tier large-scale gatherings are not allowed, nor are they allowed in the yellow tier. However, on April 6, 2021 the California Department of Health issued an announcement that California will fully open its economy June 15 if: 1. If vaccine supply is sufficient for Californians 16 years or older who wish to be inoculated; and 2. Hospitalizations are stable and low, and specifically, hospitalizations among fully vaccinated individuals are low.

Understanding the broader economic impacts of Car Week staff have been working with event organizers for Concours on the Avenue event throughout the spring on their event application, in particular discussing the impacts of potential COVID-19 restrictions that may still be in place this summer. Discussions have included mask requirements, social distancing, handwashing/handsanitizing stations, directional walking, reducing the size of the event, and having a ticket event. As it is still unclear, what the State and County will mandate in terms of large-scale gatherings COVID-19 protocols have not been finalized and this discussions will continue until further mandates are issued.

Per Policy C16-01, all events that require downtown street closures receive City Council approval. In addition per Carmel Municipal Code section 12.32.060, it is unlawful to construct or erect any tent upon any public property. The City Council may, however authorize exceptions to the code for specific events of limited duration by adopting a resolution.

The 14th Annual Concours on the Avenue event is scheduled to take place Tuesday, August 10, 2021

throughout the entirety of downtown Carmel-by-the-Sea. The event features classic German, French, and British cars and American muscle cars that are displayed along Ocean Avenue and certain side streets.

The Concours on the Avenue event organizer is requesting the following street closures for the event:

- West and east bound Ocean Avenue between Junipero and Monte Verde Streets
- Mission, Dolores, San Carlos, and Lincoln Streets between Ocean and Sixth Avenues
- Dolores and Lincoln Streets between Ocean and Seventh Avenues
- A portion of San Carlos and Mission Streets from Ocean Avenue to the entrance of Red Eagle Alley based on the number of entries accepted (access will remain open to the Wells Fargo parking lot and the Carmel Plaza parking garage)

The event organizer is also requesting permission to place one 20 x 40 tent and a 10 x 10 storage tent in Devendorf Park.

In order to keep the permit process moving forward Council can authorize conditional approval of the above street closures and the erection of a tent in Devendorf Park contingent upon State and County mandates regarding large-scale gatherings.

The Pebble Beach Tour d'Elegance will not pass through Carmel this year on the Thursday of Car Week due to budget issues and logistical challenges with holding a large-scale gathering during a pandemic.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

These are annual events for which the Council routinely provides approval for street closures, the serving of alcohol, and/or the erection of tents on public property per policy C16-01 and the municipal code.

ATTACHMENTS:

Attachment #1 - Resolution 2021-013 Authorizing Closure of certain streets for Concours on the Avenue

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

RESOLUTION NO. 2021-013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CLOSURE OF CERTAIN STREETS AND THE ERECTION OF TENTS ON
PUBLIC PROPERTY FOR CONCOURS ON THE AVENUE.**

WHEREAS, Policy C16-01 requires all events that require downtown street closures receive City Council approval; and

WHEREAS, Carmel Municipal Code section 12.32.060 states that it is unlawful to construct or erect any tent upon any public property; the City Council may, however authorize exceptions to the code for specific events of limited duration by adopting a resolution; and

WHEREAS, COVID-19 caused the cancellation of all events in 2020; and

WHEREAS, the California Department of Health issued an announcement that California will fully open its economy June 15, 2021 if: 1. If vaccine supply is sufficient for Californians 16 years or older who wish to be inoculated; and 2. Hospitalizations are stable and low, and specifically, hospitalizations among fully vaccinated individuals are low.

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

Authorize the erection of a tent in Devendorf Park and the closure of west and east bound Ocean Avenue between Junipero and Monte Verde Streets; Mission, Dolores, San Carlos, and Lincoln Streets between Ocean and Sixth Avenues; Dolores and Lincoln Streets between Ocean and Seventh Avenues; and a portion of San Carlos and Mission Streets from Ocean Avenue to the entrance of Red Eagle Alley based on the number of entries accepted (access will remain open to the Wells Fargo parking lot) and the Carmel Plaza parking garage) for the 14th Annual Concours on the Avenue on Tuesday, August 10, 2021 contingent upon State and County allowing large-scale gatherings and any mandates issued regarding large-scale gatherings.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk



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

May 3, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Update on paid parking in Carmel-by-the-Sea and provide direction to staff

RECOMMENDATION:

Receive an update on paid parking in Carmel-by-the-Sea, and provide direction to staff.

BACKGROUND/SUMMARY:

At the March 2, 2021 City Council meeting, staff received direction to proceed with more in depth analysis of what steps would be needed to implement a paid parking program. This staff report is to provide Council with staff's progress, intended next steps and to facilitate additional direction from Council if a different course of action is desired on any topic.

Based on Council direction at the March 2, 2021 City Council meeting, staff intends to explore paid parking in the following areas, unless otherwise directed by Council:

- Ocean Avenue (Junipero west to Monte Verde)
- The Del Mar parking area from San Antonio west to the end of Ocean Avenue.

In addition to these specific parking lots, Council also directed staff to explore parking permit programs for specific groups. Based on that direction, staff intends to explore parking passes for the following groups, unless otherwise directed by Council:

- Construction vehicles in the residential zones
- Residents in the commercial zone where paid parking is installed

At the March 2, 2021 meeting, Council did express some interest in adding paid parking in the North Lot of Sunset Center and Vista Lobos. After preliminary analysis however, staff's recommendation for both lots is that they remain free unless Council decides against paid parking in the business district. Providing free parking in the North Lot of Sunset Center and Vista Lobos gives employees and visitors an option to avoid paying to park. By keeping the lots free it should lessen the impact on the surrounding residential areas.

Should Council still desire paid parking in both lots, staff recommends parking passes be created for

businesses to hand out to employees for the sole purpose of parking for free in either lot.

Staff's proposed next steps include:

1. Develop a paid parking plan for the Del Mar parking area to present to the Coastal Commission for approval.
2. Meet with parking consultants to investigate new technologies for paid parking that will have the least impact on the village character while providing the City the best option for use.
3. Develop a permitting process for residents to utilize their existing residential parking permits with any paid parking plan that is implemented.
4. Develop a permit plan for construction vehicles in conjunction with construction projects within the village.
5. Develop potential revenue projections for each area where we are proposing paid parking.

Staff intends to return to Council in June with an update and to seek further direction for the implementation of paid parking in the village after further analysis is conducted.

Staff is seeking direction from Council on these proposed next steps and requests a decision by Council regarding the Sunset Center North Lot and Vista Lobos parking lots.

FISCAL IMPACT:

Direction from Council on whether to pursue development of a paid parking program at this time has no fiscal impacts on the City. Any staff time associated with this work would be part of the adopted City Budget. If in the future the City Council approved some form of paid parking program, the fiscal impacts would be directly tied to the number of spaces converted, and the rate which was charged. This impact would be discussed in future reports.

PRIOR CITY COUNCIL ACTION:

Council received an initial report from staff on paid parking at the April 6, 2021 Council meeting.

ATTACHMENTS:



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

May 3, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brian Pierik, City Attorney

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-015 authorizing the City Administrator to execute a Lease Agreement with GTE MOBILNET of California Limited Partnership, a California Limited Partnership, D/B/A Verizon Wireless and a Memorandum of Building and Rooftop Lease Agreement

RECOMMENDATION:

Adopt Resolution 2021-015 authorizing the City Administrator to execute a Lease Agreement with GTE MOBILNET of California Limited Partnership, a California Limited Partnership, D/B/A Verizon Wireless and a Memorandum of Building and Rooftop Lease Agreement.

BACKGROUND/SUMMARY:

On March 27, 2019, Verizon Wireless submitted applications for Design Review, Use Permit and Encroachment Permit for five “small cell” wireless communications facilities mounted on existing or replacement PG&E utility poles in the right of way of the R-1 zoning district (“2019 Applications”). The proposed sites (also known as “Nodes”) for the five facilities are identified as follows:

- Site 1: San Antonio 1 NW of 10th
- Site 2: San Antonio 3 SE of 13th
- Site 3: 10th 1 NW of Dolores
- Site 4: Lincoln NE of 12th
- Site 5: Mission 2 SW of 12th

On June 12, 2019, the City Planning Commission denied the 2019 Applications. The Planning Commission adopted Findings for Decision in support of its denial of the 2019 Applications.

On June 26, 2019, Verizon Wireless filed an appeal to the City Council of the denial by the City Planning Commission (“Appeal”).

On September 10, 2019 there was a hearing before the City Council on the Appeal by Verizon Wireless. After consideration of the Staff Report, the presentation by City staff and the comments from the representatives of Verizon Wireless and the public, the City Council voted to deny the Appeal (“Denial”).

On October 6, 2020, the City Council adopted Resolution 2020-071 authorizing the City Administrator to execute an Agreement regarding Verizon Wireless Small Cell Facilities (“Agreement”). Pursuant to the Agreement, instead of five locations for the cell sites, there would be only two locations. Node 1 would be located on Carmello Street between 8th and 9th Avenues on PG&E facilities. Nodes 3 and 4 would be located on the rooftop of Sunset Center. Here is a table showing the locations of the proposed cell sites:

	Original Location	New Location
Node 1	San Antonio 1 NW of 10th	Relocated to Carmello Street between 8th and 9th Avenues with battery back-up, only if the City will approve battery back-up, subject to the limitations in Section 2(b) in the Agreement
Node 2	San Antonio 3 SE of 13th	Relocated to a location in the County’s jurisdiction
Node 3	10th 1 NW of Dolores	Replaced by a rooftop facility on the City’s Sunset Center with battery back-up, subject to the limitations in Section 1(c)(viii) in the Agreement
Node 4	Lincoln 3 NE of 12th	Replaced by a rooftop facility on the City’s Sunset Center with battery back-up, subject to the limitations in Section 1(c)(viii) in the Agreement
Node 5	Mission 2 SW of 12th	Relocated to a location in the County’s jurisdiction

The Agreement provides that the City Council will consider a Lease with Verizon for the rooftop of the Sunset Center which will contain Nodes 3 and 4 with a lease payment by Verizon to the City of \$1000 per month.

Attachment 1 to this Staff Report is a Resolution Authorizing the City Administrator To Execute A Lease Agreement With GTE MOBILNET Of California Limited Partnership, A California Limited Partnership, d/b/a Verizon Wireless Memorandum of Building and Rooftop Lease Agreement.

Attachment 2 to this Staff Report is the Lease Agreement which includes lease payment of \$1000 per month. The initial term of Lease is five years and there are automatic extensions for 4 additional 5 year terms unless Verizon terminates the Lease upon 3 months’ notice prior to the end of the then current term.

Attachment 3 to this Staff Report is a Memorandum of Building and Rooftop Lease Agreement. This Memorandum would be recorded with the County of Monterey Clerk Recorder’s Office.

FISCAL IMPACT:

If the Lease Agreement is approved by the City, then the City will receive \$1000 a month in lease payments from Verizon for the Sunset Center rooftop.

PRIOR CITY COUNCIL ACTION:

On September 10, 2019 City Council denied the Appeal by Verizon Wireless from the Planning Commission decision which denied the 2019 Applications by Verizon Wireless.

On October 6, 2020, the City Council adopted Resolution 2020-071 authorizing the City Administrator to execute an Agreement regarding Verizon Wireless Small Cell Facilities.

ATTACHMENTS:

Attachment #1 - Resolution 2021-015 Lease Agreement with GTE MOBILNET, DBA Verizon Wireless

Attachment #2 - Building and Rooftop Lease Agreement

Attachment #3 - Memorandum of Lease Agreement

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

RESOLUTION NO. 2021-015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH
GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED
PARTNERSHIP, D/B/A VERIZON WIRELESS AND A MEMORANDUM OF BUILDING AND
ROOFTOP LEASE AGREEMENT**

WHEREAS, on March 27, 2019, Verizon Wireless submitted applications to the City of Carmel-by-the-Sea ("City") for Design Review, Use Permit and Encroachment Permit for five "small cell" wireless communications facilities mounted on existing or replacement PG&E utility poles in the right of way of the R-1 zoning district ("2019 Applications").

WHEREAS, on June 12, 2019, the City Planning Commission denied the 2019 Applications. The Planning Commission adopted Findings for Decision in support of its denial of the 2019 Applications.

WHEREAS, On June 26, 2019, Verizon Wireless filed an appeal to the City Council of the denial by the City Planning Commission ("Appeal").

WHEREAS, On September 10, 2019 there was a hearing before the City Council on the Appeal by Verizon Wireless. After consideration of the Staff Report, the presentation by City staff and the comments from the representatives of Verizon Wireless and the public, the City Council voted to deny the Appeal ("Denial").

WHEREAS, on October 6, 2020, the City Council adopted Resolution 2020-071 authorizing the City Administrator to execute an Agreement Regarding Verizon Wireless Small Cell Facilities which reduced the number of cell sites within the City from five locations to two locations with one location on Carmello Street between 8th and 9th Avenues and the second location on the Sunset Center rooftop. The Agreement includes a provision that the City Council will consider a Lease with Verizon for the Sunset Center.

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

Authorize the City Administrator to execute a Lease Agreement with GTE MOBILNET of California Limited Partnership, a California Limited Partnership, d/b/a Verizon Wireless and a Memorandum of Building and Rooftop Lease Agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 3rd day of May, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (the "Agreement") made this 3rd day of May, 2021 between CARMEL-BY-THE-SEA, a California municipal corporation, with its principal offices located at P.O. Box CC, Carmel-by-the-Sea, California 93921, hereinafter designated LESSOR and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use"), together with certain additional non-exclusive space for access and utilities (the "Access/Utilities Route"), in and/or upon those certain buildings or facilities owned, leased or controlled by LESSOR at Carmel Sunset Center, San Carlos Street, Carmel-by-the-Sea, California 93923 (the "Property"), and for no other purpose whatsoever without LESSOR's prior written consent, which LESSOR may withhold in its sole and absolute discretion for any or no reason. The Property is legally described on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on a portion of the Property consisting of 16 square feet of space in the building's non-exclusive utility room ("Interior Space") and 36 square feet of rooftop space on the building ("Rooftop Space") (collectively, the "Premises"). The Access/Utilities Route, communications equipment for LESSEE's Use, including photo simulations of the equipment on the Rooftop Space, and the Premises are shown in detail on the approved plans at Exhibit "B" attached hereto and made a part hereof.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" of this Agreement shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the last of the Four Sites (defined below) and will be acknowledged by the Parties in writing, including electronic mail. Notwithstanding the foregoing sentence, in the event that LESSEE does not begin installation of LESSEE's communications equipment at Node 1, Node 2 and Node 5 included as part of the Four Sites defined below within 12 months of LESSEE beginning installation of LESSEE's communications equipment at the Sunset Center Property, the "Commencement Date" of this Agreement shall be the first day of the month following the 12 month anniversary of the date that LESSEE began installation of LESSEE's communications equipment at the Sunset Center Property and will be acknowledged by the Parties in writing, including electronic mail. The Four Sites are listed in the "New Location" column below and Sunset Center is listed twice:

	Original Location	New Location
Node 1	San Antonio 1 NW of 10 th	Relocated to Carmello Street between 8 th and 9 th Avenues with battery back-up, only if the City will approve battery back-up, subject to the limitations in Section 2(b)
Node 2	San Antonio 3 SE of 13 th	Relocated to a location in the County's jurisdiction
Node 3	10 th 1 NW of Dolores	Replaced by a rooftop facility on the City's Sunset Center with battery back-up, subject to the limitations in Section 1(c)(viii) below
Node 4	Lincoln 3 NE of 12 th	Replaced by a rooftop facility on the City's Sunset Center with battery back-up, subject to the limitations in Section 1(c)(viii) below
Node 5	Mission 2 SW of 12 th	Relocated to a location in the County's jurisdiction

By way of example only, if the last of the Four Sites on which LESSEE commences installation of LESSEE's communications equipment is the Carmello Street location, then the Commencement Date of this Agreement shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Carmello Street site.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term."

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$12,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at P.O. Box CC, Carmel-by-the-Sea, California 93921 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been

received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment. Provided LESSOR provides the same in writing and in advance to LESSEE, LESSOR may impose reasonable rules and regulations on the manner in which LESSEE accesses the Property and Premises, which includes without limitation rules and regulations (a) for the locations in which LESSEE, its agents, invitees and other personnel may park vehicles and equipment on or at the Property; (b) necessary to secure the Property; and (c) necessary to ensure access to the Property for all users authorized by LESSOR. Without limitation, the Premises may include certain space within the building, on the roof of the building or elsewhere on the building sufficient for the installation, operation and maintenance of communications equipment. Notwithstanding anything to the contrary, the (1) Access/Utilities Route shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way, and (2) Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 30), all as more particularly described on Exhibit "B" attached hereto and made a part hereof. For clarity, this Section 5 shall not be construed to permit an expansion of the Rooftop Space without LESSOR's prior written consent except as provided in Section 8. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the structure of the building (including without limitation the roof, foundations, exterior walls), the common areas and all building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 27). Except as otherwise set forth in this Paragraph 6: (i) LESSOR makes no other warranties or representations whatsoever about the Property's or Premise's condition, fitness or suitability for LESSEE's Use; and (ii) LESSEE expressly warrants and represents to LESSOR that LESSEE or its agent inspected the Property and Premises, and any environmental or other conditions on the Property and Premises, and accepts the Premises in its present "AS-IS" and "WITH ALL FAULTS" condition as of the date hereof.

7. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, LESSEE shall furnish and install a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

b. If a separate electrical meter is not permitted, then LESSEE shall provide LESSOR with evidence from the local utility company rejecting such application for separate electrical service, may

furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then LESSOR shall read the submeter on a monthly basis and provide LESSEE with an invoice every three (3) months for LESSEE's consumption. Each invoice shall be based on the applicable standard tariff rates without mark-up or profit in effect during the time of such usage, including LESSEE's proportional share of taxes and fees related to LESSEE's specific utility usage at then current rates without mark-up or profit. LESSOR shall send electrical utility invoices to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375.

d. LESSEE shall remit payment to LESSOR for LESSEE's electrical usage costs at LESSOR's address specified in Paragraph 4(a) within thirty (30) days of receipt of written invoice from LESSOR. LESSOR shall have the right to audit LESSEE's usage statements and payments no more than once in a 12 month period, and LESSEE shall remit any underpayments discovered by LESSOR as a result of the audit within 45 days of LESSOR's notice to LESSEE, accompanied by written evidence and reasonable supporting documentation of such underpayment and without penalties assessed on such underpayments, at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375.

e. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, provided that (1) all the communications equipment maintains the same concealment elements as shown in Exhibit "B" and (2) LESSEE must provide thirty (30) days' prior written notice of such modifications, including site development and construction plans and a structural analysis, to LESSOR. LESSEE shall be required to obtain LESSOR's prior written consent for modifications that (a) involve material increased loading on the roof, provided that modifications that do not require additional structural support for the roof shall not be considered material, (b) that require structural upgrades to the roof or (c) that materially increase the size of LESSEE's Premises, provided size increases in total Rooftop Space of 10% or less shall not be considered material. For clarity, LESSOR shall be entitled to review and reasonably approve LESSEE's structural analysis as to whether the loading would be material, and any permitted increase in total Rooftop Space under this section shall be measured from the size of the original Rooftop Space and must be contiguous with the original Rooftop Space. This provision shall not be construed to permit multiple compounded increases in Rooftop Space such that the total increased Rooftop Space exceeds 10% of the size of the original Rooftop Space without LESSOR's prior written consent. LESSOR shall respond in writing with approval or written reasons for disapproval to any LESSEE consent request within thirty (30) days of receipt or LESSOR's consent shall be deemed rejected, provided, any material increase to the Rooftop Space and/or increase to the Interior Space shall be

memorialized by the Parties in writing as an amendment to this Agreement. If LESSOR fails to respond within such thirty (30) day period with its approval or written reasons for disapproval, LESSEE may resubmit its request and LESSOR shall then have twenty (20) days to respond in writing with approval or written reasons for disapproval and LESSOR's failure to so respond in such twenty (20) day period shall be deemed LESSOR's approval of such request; provided, however, that LESSEE's request provides notice in conspicuous form that LESSEE's request will be deemed approved within twenty (20) days if LESSOR fails to respond within the prescribed period. Any other increases or expansions of the Premises shall be subject to LESSOR's sole and absolute discretion. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is expanding its Interior Space or materially increasing the size of its Rooftop Space, in which case, any rent increase shall be proportionate to the additional space included in the Premises description. LESSEE may not commence any construction or installation activities on the Property that involve new structures or increased loading which requires additional structural support on existing structures without prior written approval from the City Engineer or the City Engineer's designee. LESSEE shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form reasonably acceptable to the City Engineer. The City Engineer shall review all such materials and may reasonably approve or reject them for cause with written reasons for rejection within forty-five (45) days of receipt of such written request.

LESSOR has requested that the Premises include battery back-up and LESSEE has agreed that the Premises will include battery back-up. The battery back-up design depicted in Exhibit "B" has been approved by LESSOR. If any structural improvements to the Property or any buildings on the Property are required as a result of LESSOR's preference that the Premises include battery back-up, LESSOR will be responsible for all costs of any such structural improvements. In the event the battery back-up may be used as grounds for denial of any of LESSEE's Government Approvals (defined below), LESSEE shall not be required to install or accommodate the battery back-up.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the building or other structure that will permit LESSEE's Use. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain and maintain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

11. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall

maintain, in good operating condition and repair, reasonable wear and tear and casualty damage excepted, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

12. INDEMNIFICATION. Subject to Paragraph 13, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

13. INSURANCE. LESSEE agrees to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability insurance on an occurrence form with limits of \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate.

b. Commercial automobile liability insurance in the amount of \$2,000,000.00 combined single limit each accident for bodily injury and property damage, covering all owned and non-owned and hired vehicles.

c. Worker's compensation insurance per California statutory limits with employer's liability limits of \$1,000,000.00 each accident/disease/policy limit.

d. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

e. Commercial general liability insurance and commercial automobile liability insurance policies must: (i) include LESSOR, its elected officials, officers, employees and volunteers as additional insureds as their interest may appear under this Agreement; (ii) be primary insurance to any other insurance available to the additional insureds with respect to any claims that arise in connection with this Agreement; (iii) apply separately to each insured against whom a claim is made or brought; and (iv) provide for the severability of interests and that an act or omission of one of the named insureds that

would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured

f. LESSEE's insurance providers must be authorized to do business in California and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent.

g. Within 10 business days after the Effective Date, LESSEE shall deliver to LESSOR all insurance certificates and blanket additional insured endorsements from LESSEE's insurance providers in a form reasonably satisfactory to LESSOR that evidences all the required coverages under this Agreement. LESSOR shall not authorize LESSEE to access or perform any work on the Property or Premises until and unless all insurance coverages required to be carried by LESSEE under this Agreement have been obtained. LESSEE shall ensure that all insurance coverages required to be carried by LESSEE under this Agreement remain in effect at all time until all equipment has been removed from the Premises and Property. Upon receipt of notice from its insurer(s) LESSEE shall use commercially reasonable efforts to provide LESSOR thirty (30) days' prior written notice of cancellation of any required coverage. The insurance certificates must be signed by an authorized representative of the insurance provider. The requirements in this Paragraph 13 shall survive the expiration or termination of this Agreement.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 27, a violation of Paragraph 32, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. No elected or appointive board, agency, member, officer, employee or other agent of LESSOR will be personally liable to LESSEE, its successors and assigns, in the event of any default or breach by LESSOR or for any amount which may become due to LESSEE, its successors and assigns, or for any obligation of LESSOR under this Agreement.

15. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (831-620-2000), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. LESSEE acknowledges that LESSOR may use communications equipment on the Property in connection with its governmental or regulatory functions, that such equipment and/or the

frequencies on which such equipment operates may change from time to time, and that communications in connection with LESSOR's governmental or regulatory functions are paramount over LESSEE's operations; provided, however, the foregoing shall not apply if such communications equipment used by LESSOR which causes interference with LESSEE's operations or equipment is installed, used or operated for anything other than governmental or regulatory use by LESSOR or the City of Carmel-by-the-Sea in its governmental or regulatory functions, is not solely for municipal use, does not serve the public as a government provided service, or is for profit or other commercial or in kind benefit to Lessor or the City of Carmel-by-the-Sea. Notwithstanding anything in this Agreement to the contrary, any interference with LESSEE's operations or equipment caused by any communications equipment used by LESSOR in its governmental or regulatory capacity in connection with its governmental or regulatory functions: (i) will not be a default under this Agreement; (ii) will not entitle LESSEE to demand a cure to such interference; and (iii) will not entitle LESSEE to bring any judicial action for any injunction; provided, however, the foregoing shall not apply and LESSEE shall be entitled to make claims against LESSOR including those listed in (i) – (iii) directly above if such communications equipment used by LESSOR which causes interference with LESSEE's operations or equipment is installed, used or operated for anything other than governmental or regulatory use by LESSOR or the City of Carmel-by-the-Sea in its governmental or regulatory functions, is not solely for municipal use, does not serve the public as a government provided service, or is for profit or other commercial or in kind benefit to LESSOR or the City of Carmel-by-the-Sea. The provisions in this Paragraph 15(d) shall not preclude LESSEE's right to seek relief from the FCC in accordance with the FCC's rules and regulations.

16. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

18. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of

and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR contemplates any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

20. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use. LESSOR represents and warrants that to the extent that a portion of the Property legally described in Exhibit A to this Agreement and improvements located on the Property are located outside of the Property's defined boundary lines (collectively, the "Out of Bounds Property"), LESSOR has full right and authority to continue to use and allow its tenants and licensees and their employees and agents to use the Out of Bounds Property and such use shall not be considered a trespass or unlawful encroachment. LESSOR shall indemnify, defend and hold harmless LESSEE from any claims, liability, damages, costs or expenses arising out of any breach of or inaccuracy in such representation and warranty.

21. ASSIGNMENT. Without any approval or consent of LESSOR but with written notice to LESSOR, this Agreement may be sold, assigned or transferred by LESSEE to (i) any entity in which LESSEE

directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSEE; or (iii) any entity directly or indirectly under common control with LESSEE. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR but with written notice to LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred by LESSEE without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Any assignment that violates this Paragraph 21 shall be deemed void and without any legal effect whatsoever, and LESSOR shall have the right (but not the obligation) to seek all remedies permitted under this Agreement for default. This Paragraph 21 shall not preclude LESSEE's right to enter into a standard roaming agreement allowing subscribers of other wireless carriers to use the equipment specifically constructed for LESSEE's use.

22. RELOCATION. In the event LESSOR desires to replace, relocate, modify, demolish, or in any way alter the Property in any manner likely to cause interference (as described in Paragraph 15) with the operation of LESSEE's communications equipment (each event, a "Project"), LESSOR shall have the right to cause LESSEE to temporarily or permanently relocate the communications equipment and/or utilities, as the case may be, subject to the terms and conditions set forth herein; provided, however, LESSOR shall accommodate LESSEE's continued uninterrupted use of temporary communications equipment throughout the Project. If LESSOR's Project requires LESSEE to temporarily or permanently relocate its communications equipment from the Premises, LESSOR shall have the right to require LESSEE to relocate the communications equipment upon the following terms and conditions: (i) LESSOR shall deliver to LESSEE Notice of its Project, in accordance with Paragraph 23 below, at least one year in advance, unless the Project is necessary to preserve the integrity and functionality of the Property, in which case the Parties may agree to a lesser notice period in writing; (ii) LESSOR shall identify a suitable alternate location on the Property ("Alternate Premises") that provides substantially similar signal coverage for the communications equipment as that of the Premises being relocated; (iii) unless the necessity for the Project results from the negligence or willful misconduct of LESSEE, all costs associated with such relocation will be performed exclusively by and at no cost to the LESSEE; and (iv) LESSEE must follow the jurisdiction's review and permitting requirements before installing the communications equipment at the Alternate Premises. Unless the necessity for the Project results from the negligence or willful misconduct of LESSEE, LESSOR shall be responsible to pay any additional application, review or other fees in connection with any relocation initiated by LESSOR, including any costs associated with the installation of temporary communications equipment. This Agreement does not create any right in LESSEE to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such Laws may apply, LESSEE waives, releases and relinquishes forever any and all claims that it may have against LESSOR for any compensation from LESSOR except as provided in Paragraph 29 (Condemnation).

23. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by

commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, California 93921
Attention: City Administrator

with a copy to:

City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, California 93921
Attention: City Attorney

LESSEE: GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Site Reference: South Carmel 003)

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the building, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the building and (3)

agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice. The cure periods set forth in this Paragraph 25 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

26. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The actual and reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE. Any written notice from LESSOR to LESSEE disputing an alleged Default prior to LESSOR's receipt of such invoice shall also be considered a dispute of any amounts invoiced by LESSEE pursuant to the preceding sentence without the need for any additional notice of dispute from LESSOR.

27. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

28. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

29. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

30. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, at LESSEE's sole cost and expense, comply with all applicable Laws relating to LESSEE's Use of the Premises (including, without limitation, all building codes related to modifications to the Premises due to the improvements being made by LESSEE in the Premises), provided, however, LESSEE shall not be responsible for any changes to the Property or any building on the Property except to the extent such changes are required for LESSEE's specific and unique use as permitted pursuant to this Agreement. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

31. TAXES.

a. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a received bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

32. NON-DISCLOSURE. The Parties agree any information exchanged between the Parties regarding the Agreement may be confidential provided that such information is clearly and selectively marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" ("Confidential Information"). The Parties agree not to provide any Confidential Information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to comply with applicable laws. LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the Parties acknowledge that this Agreement may constitute a public record that LESSOR may be required to publicly disclose under (i) the California Public Records Act, California Government Code Sections 6250 *et seq.*; (ii) Title 17, California Code of Regulations Sections 91000 *et seq.*; (iii) Article I, Section 3, of the California State Constitution; and (iv) any other law or regulation that may require public entities to disclose public records.

33. LIENS. LESSEE shall keep the Premises free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for LESSEE. LESSEE will inform all contractors and material suppliers that provide any work, service, equipment or material to LESSEE in connection with the Premises that the Premises is public property not subject to any mechanics' liens or stop notices. If any LESSEE contractor or material supplier files any lien or imposition that attaches to the Premises for work done on behalf of LESSEE, LESSEE shall promptly (but in no case later than 30 days after discovery) cause such lien or imposition to be released or bonded over. In the event that LESSEE does not cause such lien or imposition to be released or bonded over within the 30-day period, LESSOR will have the right, but not the obligation, to cause such lien or imposition to be released in any manner LESSOR deems proper, which includes without limitation payment to the lienholder, with or without notice to LESSEE. LESSEE shall reimburse LESSOR for all reasonable costs and expenses incurred to cause such lien or imposition to be released (which includes without limitation reasonable attorneys' fees) within 10 days after LESSEE receives a written demand from LESSOR together with reasonable documentation to support such costs and expenses.

34. GOVERNMENTAL APPROVALS. The execution of this Agreement is completely unrelated to any and all Governmental Entities planning and zoning process(es) and all other required municipal licenses, permits, authorizations, and Government Approvals whatsoever. The grant of this lease does not assure LESSEE that it will be successful in whole or in part in securing any or all required LESSOR permits, or any other required permits or authorizations or Government Approvals. LESSEE is solely responsible, at its sole expense, for securing any and all required Government Approvals to construct and to operate the communications equipment, which will be reviewed pursuant to the prevailing City of Carmel-by-the-Sea legally permissible requirements at that time; provided however, that LESSOR will, in its proprietary capacity as a private landlord hereunder, reasonably cooperate with LESSEE in obtaining such required permits and authorizations and Government Approvals.

35. SEVERABILITY. If a court of competent jurisdiction over this Agreement holds any provision in this Agreement invalid or unenforceable with respect to either LESSOR or LESSEE, or any third parties to whom this Agreement may become applicable or enforceable: (a) such provision or its application to such person, entity or circumstance will be deemed severed from this Agreement; (b) all other provisions in this Agreement and their application to any person, entity or circumstance will not be affected; and (c) all other provisions in this Agreement and their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent

that such enforcement would (i) be manifestly unreasonable or manifestly inequitable under all the circumstances or (ii) undermine one or both Parties' fundamental purpose in entering this Agreement.

36. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement upon LESSEE's request, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement is not intended to (and shall not be construed to) give any third party, which includes without limitation any of LESSEE's customers or any other third-party beneficiaries, any right, title or interest in this Agreement or the real or personal property(ies) that may be affected by this Agreement. The Parties warrant and represent to each other that the person who executes this Agreement on their behalf has the full power and authority to enter this Agreement, and that any approvals or authorizations necessary to enter this Agreement have been obtained. This Agreement may be executed simultaneously or in one or more counterparts.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

**CARMEL-BY-THE-SEA, CALIFORNIA, a California
municipal corporation**

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

**GTE MOBILNET OF CALIFORNIA LIMITED
PARTNERSHIP, a California limited partnership,
d/b/a Verizon Wireless**

By: Cellco Partnership

Its: General Partner

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CARMEL BY THE SEA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

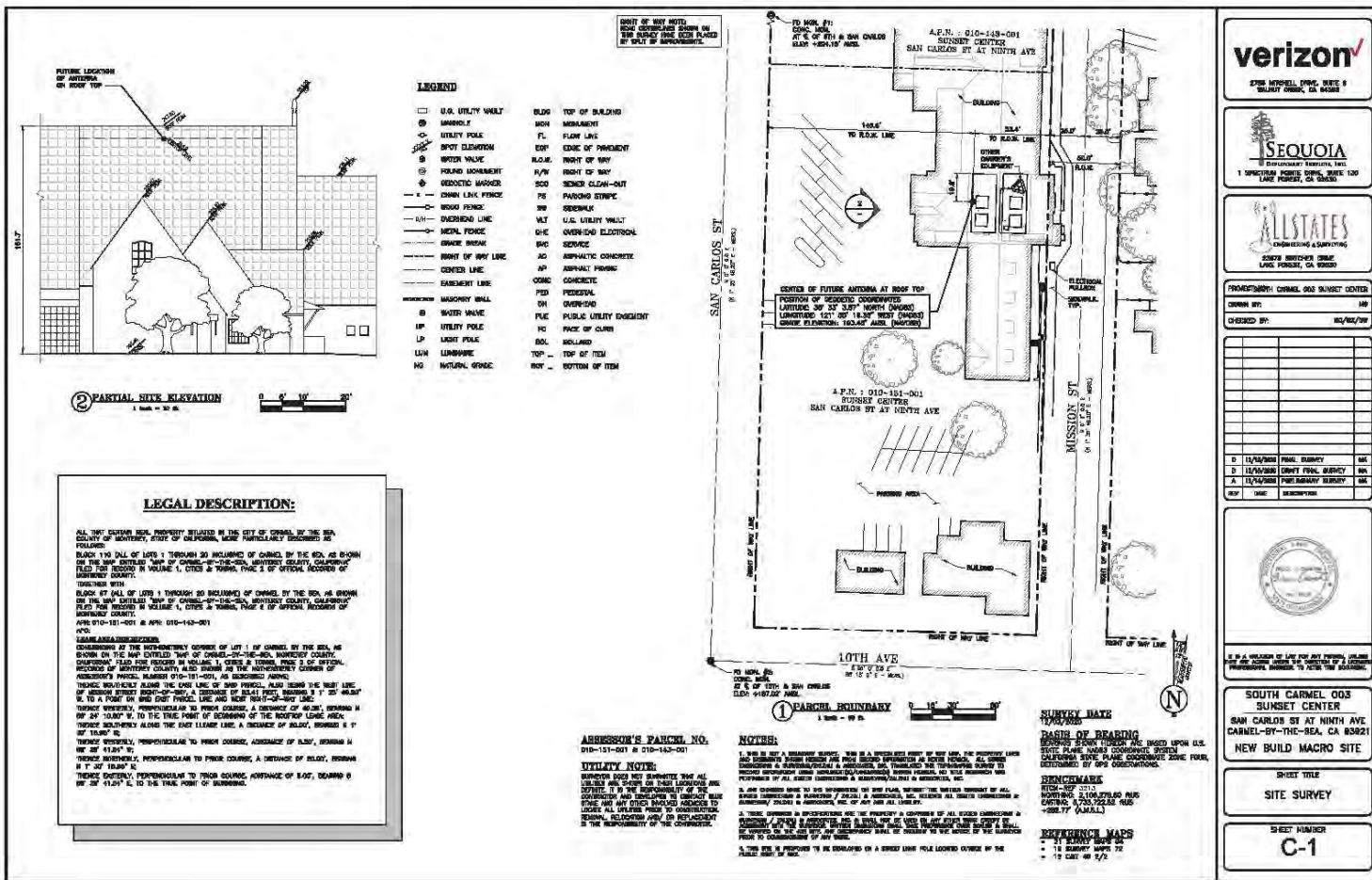
BLOCK 110 (ALL OF LOTS 1 THROUGH 20 INCLUSIVE) OF CARMEL BY THE SEA, AS SHOWN ON THE MAP ENTITLED "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA" FILED FOR RECORD IN VOLUME 1, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF MONTEREY COUNTY.

TOGETHER WITH

BLOCK 97 (ALL OF LOTS 1 THROUGH 20 INCLUSIVE) OF CARMEL BY THE SEA, AS SHOWN ON THE MAP ENTITLED "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA" FILED FOR RECORD IN VOLUME 1, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF MONTEREY COUNTY.

APN: 010-151-001 & APN: 010-143-001

EXHIBIT "B"
SITE PLAN OF PREMISES



ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CARMBY, BY THE SIDA COUNTY PORTFOLIO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 10 (ALL OF LOTS 1 THROUGH 30 EXCLUSIVE) OF CARMBY, BY THE SIDA, A SUBSIDIARY OF THE SIDA COUNTY PORTFOLIO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHERN COUNTY, CALIFORNIA; FILED FOR RECORD IN VOLUME 5, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF NORTHERN COUNTY.

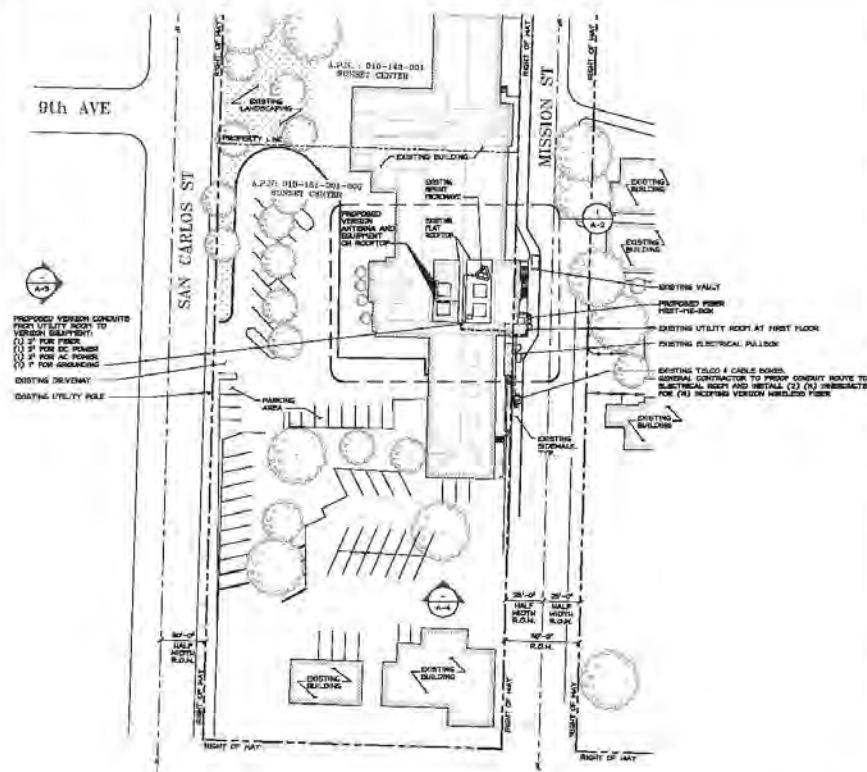
TOGETHER WITH

BLOCK 11 (ALL OF LOTS 1 THROUGH 30 EXCLUSIVE) OF CARMBY, BY THE SIDA, A SUBSIDIARY OF THE SIDA COUNTY PORTFOLIO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHERN COUNTY, CALIFORNIA; FILED FOR RECORD IN VOLUME 5, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF NORTHERN COUNTY.

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SPIN² SCALE: $r = .87^{**}$
H²/E² SCALE: $r = .81^{**}$

2786 MITCHELL DRIVE, SUITE 9
WALNUT CREEK, CA 94598



SEQUOIA
ENVIRONMENTAL SERVICES, INC.
1 SHEPHERD POINT DRIVE, SUITE 100
LAKE MONTICELLO, CA 95021-0001

ALLSTATES
ENGINEERING & SURVEYING
20010 BENTLEY DRIVE
LAKE FOREST, CA 90045

PURCHASE IN	TBR
DRAWN BY:	YSA
CHECKED BY:	DM

D	06/28/92	SSE COE FOR REVIEW	PAG
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REV	DATE	DESCRIPTION	

291

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON

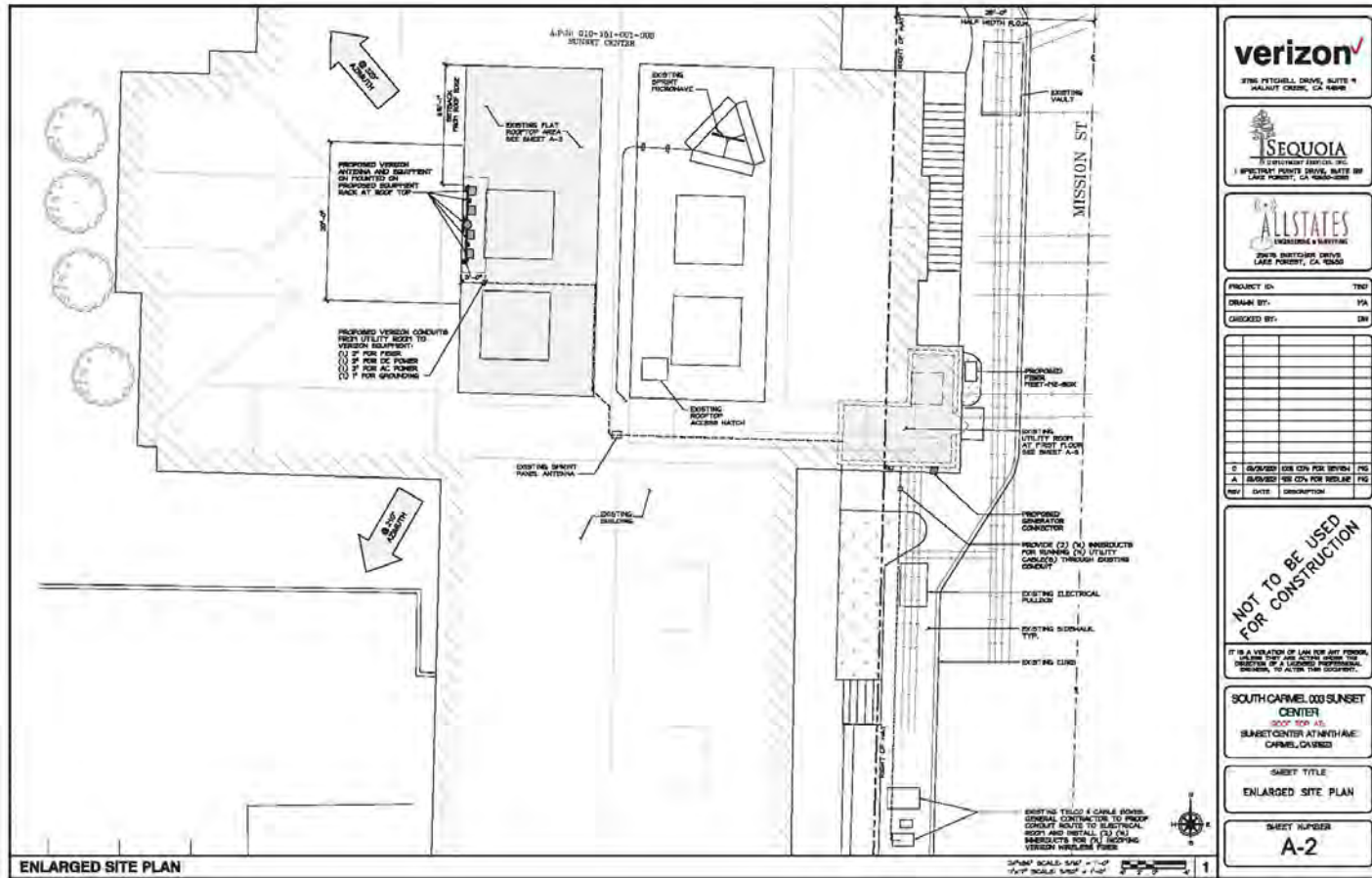
**SOUTH CARMEL 003 SUNSET
CENTER**
GOOSE TON AT
SUNSET CENTER AT NINTH AVE
CARMEL, CA 95008

SHEET TITLE

SITE PLAN

PLATE 11 (CONT.)

A-1



verizon

3700 PITTSBURGH DRIVE, SUITE 100
SANTA ANITA, CA 94060

SEQUOIA
A COMMERCIAL REAL ESTATE FIRM
10000 PITTSBURGH DRIVE, SUITE 100
SANTA ANITA, CA 94060

ALLSTATES
ENGINEERING & SURVEYING
2000 PITTSBURGH DRIVE
SANTA ANITA, CA 94060

PROJECT NO. 1000
DRAWN BY: JPA
CHECKED BY: JPA

REV	DATE	DESCRIPTION
1	01/10/10	ISSUED FOR PERMITTING
2	01/10/10	ISSUED FOR CONSTRUCTION

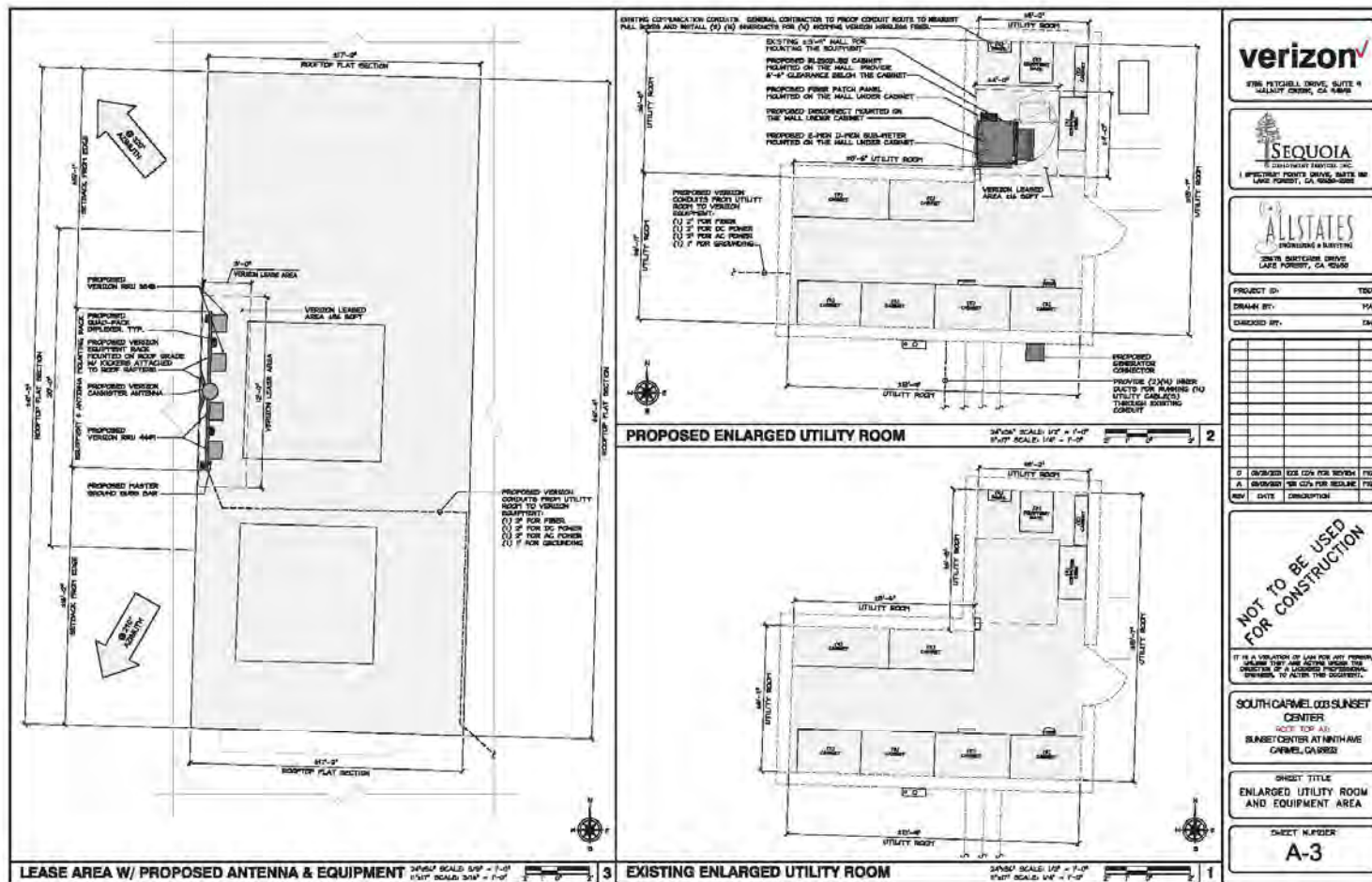
**NOT TO BE USED
FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON
TO REPRODUCE OR TRANSMIT THIS DOCUMENT
WITHOUT THE WRITTEN PERMISSION OF
THE ENGINEER OF RECORD.

**SOUTH CARMELO 000 SUNSET
CENTER**
0000' FOR A-3
SUNSET CENTER AT PITTSBURGH
CARMEL, CA 94026

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2





2705 MITCHELL DRIVE, SUITE 9
WALNUT CREEK, CA 94095



1 SPECTRUM POINTE DRIVE, SUITE 100
LAKE MONTICELLO, CA 95926-0000



25675 BIRCHER DRIVE
LAKE FOREST, CA 92603

PROJECT ID: TNO

DRAWN BY: YA

CHECKED BY:	DW
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A	08/26/2021	90% C/P FOR REVIEW	MG
REV	DATE	DESCRIPTION	

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE
DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT.

**SOUTH CARMEL 003 SUNSET
CENTER**
ROOF TOP AT:
SUNSET CENTER AT NINTH AVE
CARMEL, CA 93923

SHEET TITLE

PHOTOSIM

SHEET NUMBER

A-6

PHOTOSIM

24^h/56^h SCALE: HTS

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SOUTH CARMEL SUNSET CENTER SAN CARLOS STREET CARMEL CA 93923



VIEW 3



PHOTOSIM

34'x54' SCALE: HTS
17'x17' SCALE: HTS



PROJECT ID: T80
DRAWN BY: MA
CHECKED BY: DM

REV	DATE	DESCRIPTION
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1	08/09/20	ISS. CON. FOR REVIEW

**NOT TO BE USED
FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON
TO REPRODUCE OR TRANSMIT THIS DOCUMENT
WITHOUT THE WRITTEN PERMISSION OF THE
ENGINEER. TO ALTER THIS DOCUMENT.

**SOUTH CARMEL 003 SUNSET
CENTER**
DOCK FOR A-7
SUNSET CENTER AT NINTH AVE
CARMEL, CA 93923

SHEET TITLE
PHOTOSIM

SHEET NUMBER
A-7

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Lisa A. Atty, Esq.
Re: South Carmel 003

(Space above line for Recorder's Use)

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

APN: 010-151-001 & 010-143-001

DTT = \$0.00; Guaranteed lease term less
than 35 years

No Prior Recording

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT ("Memorandum") is made as of the last date of execution indicated on the signature page below between CARMEL-BY-THE-SEA, a California municipal corporation, with an address of P.O. Box CC, Carmel-by-the-Sea, California 93921, hereinafter designated LESSOR, and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, Attention: Network Real Estate (Site: South Carmel 003) (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an unrecorded Building and Rooftop Lease Agreement (the "Agreement") dated May 3, 2021, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LESSEE shall lease from LESSOR a portion ("Premises") of that certain real property and building located at Carmel Sunset Center, San Carlos Street, Carmel By The Sea, California 93923, Office of the County Recorder of Monterey County Assessor's Parcel Numbers 010-151-001 & 010-143-001, as legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week,

twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be as provided in the Agreement.

4. If at any time during the term of the Agreement, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

**CARMEL-BY-THE-SEA, CALIFORNIA,
a California municipal corporation**

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

**GTE Mobilnet of California Limited
Partnership, d/b/a Verizon Wireless**

**By: Cellco Partnership
Its: General Partner**

By: _____
Name: _____
Its: _____
Date: _____

LESSOR NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSEE NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit "A"

(Legal Description of Property)

LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CARMEL BY THE SEA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 110 (ALL OF LOTS 1 THROUGH 20 INCLUSIVE) OF CARMEL BY THE SEA, AS SHOWN ON THE MAP ENTITLED "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA" FILED FOR RECORD IN VOLUME 1, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF MONTEREY COUNTY.

TOGETHER WITH

BLOCK 97 (ALL OF LOTS 1 THROUGH 20 INCLUSIVE) OF CARMEL BY THE SEA, AS SHOWN ON THE MAP ENTITLED "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA" FILED FOR RECORD IN VOLUME 1, CITIES & TOWNS, PAGE 2 OF OFFICIAL RECORDS OF MONTEREY COUNTY.

APN: 010-151-001 & APN: 010-143-001