



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

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

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

REGULAR MEETING Tuesday, February 4, 2020

**OPEN SESSION
4:30 PM**

CALL TO ORDER AND ROLL CALL

OPEN SESSION

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A.** Appoint Mayor Pro Tempore for calendar year 2020.

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

CONSENT AGENDA

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

1. Approve January 6, 2020 Special Meeting Minutes and January 7, 2020 Meeting Minutes as presented.
2. Review monthly reports for December: 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. Approve the check register for December 2019.
4. Adopt Resolution 2020-007, approving the Fiscal Year 2020-2021 Budget Schedule.
5. Adopt Resolution No. 2020-008, authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Donor Salute Event at the Main Library on Sunday, March 8, 2020 at which alcohol will be served; and authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Sterling Circle Event at the Main Library on Sunday, June 7, 2020.
6. Adopt Resolution 2020-009, accepting a Property Program Grant of \$17,800 from the California State Association of Counties Excess Insurance Authority, and awarding a construction contract to Scudder Roofing Company for the Scout House Roof Replacement Project for a not-to-exceed fee, including a 10% contingency, of \$62,270.
7. Adopt Resolution 2020-010, waiving a bid irregularity; awarding a Construction Contract to Bay City Boiler and Engineering Company for a not-to-exceed fee, including a 10% contingency, of \$162,800 and approving a budget amendment of \$12,800 for the Sunset Center Boiler Replacement Project.
8. Adopt Resolution 2020-011, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed amount of \$85,210, to provide stormwater program vector truck and commercial inspection services through Fiscal Year 2021-2022.

ORDERS OF BUSINESS

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

9. Receive a report regarding Car Week events held in Carmel-by-the-Sea and the special event permitting process and provide staff with direction regarding further amendments to Policy C16-01 governing special events.
10. Receive the Fiscal Year 2019-2020 Mid-Year Budget report and adopt Resolution 2020-012 approving budget amendments totaling \$24,000.
11. Receive a presentation regarding the Third Annual Public Works Report and Infrastructure Report Card.

PUBLIC HEARINGS

12. ***The applicant has requested that the following item be continued:***
Consideration of an Appeal (APP 19-251) of the denial of a Transient Rental Business License Application for an existing condominium and a Use Permit Amendment (UP 19-411) to allow for the operation of a Transient (Short Term) Rental located on Dolores, 3 SE of 7th in the Service Commercial (SC) Zoning District.
13. Consideration of an Appeal (AP 19-486, CPines 7, LLC) of a decision by the Historic Resources Board to add property to the Carmel Historic Inventory located at the southeast corner of Dolores Street and 7th Avenue.
14. **Introduce** Ordinance 2020-001 amending Carmel Municipal Code (CMC) Title 15

(Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and, **Adopt** Resolution 2020-013 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

FUTURE AGENDA ITEMS

ADJOURNMENT

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

Britt Avrit, MMC
City Clerk

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council, Board or Commission regarding any item on this agenda, after the posting of the agenda and received by 12:00PM the day of the Council meeting, will be available for public review in the City Clerk's Office located at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, during normal business hours. In addition, such writings or documents will be available for public review at the respective meeting. Documents and/or writings received at the meeting, or after 12:00PM the day of the meeting, will be made available for public review the following business day.

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 831-620-2007 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).

CHALLENGING DECISIONS OF CITY ENTITIES The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of Carmel-by-the-Sea is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Carmel-by-the-Sea, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

February 4, 2020
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Britt Avrit, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Approve January 6, 2020 Special Meeting Minutes and January 7, 2020 Meeting Minutes as presented.

RECOMMENDATION:

Approve January 6, 2020 Special Meeting Minutes and January 7, 2020 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 - January 6, 2020 Special Meeting Minutes

Attachment #2 - January 7, 2020 Meeting Minutes

CITY COUNCIL SPECIAL MEETING
Monday, January 6, 2020
4:30 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:31

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

CLOSED SESSION

- Item A:** Conference with Labor Negotiators (§54957.6) Agency Designated Representative: Maxine Gullo, Assistant City Administrator. Employee organization: Ambulance
- Item B:** Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant Government Section 54956.9(d)(2): One case
- Item C:** Conference with Real Property Negotiators (§ 54956.8). Property: 25800 Hatton Road. Agency Negotiators: Director of Contracts & Budgets Sharon Friedrichsen, and Director of Public Works Robert Harary. Negotiating Parties: Les Albiol and Patricia Albiol. Under Negotiation: Terms and Conditions for New (Residential Curatorship) Lease

PUBLIC APPEARANCES

None

ADJOURNMENT

APPROVED:

Dave Potter, Mayor

ATTEST:

Britt Avrit, MMC
City Clerk

REGULAR MEETING
Tuesday, January 7, 2020

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

City Administrator Rerig

PUBLIC APPEARANCES

The following members of the public spoke:

Sam Farr
Jessica Faddis
Ellen Gannon
Barbara Livingston
Denise Otterson
Lee Rosen
Ken Spilfogel
Paul Davis

ANNOUNCEMENTS

Item A: City Administrator Announcements

The City Administrator discussed the installation of cameras at various locations in the Village and discussed a recent event caught on the cameras and discussed upcoming road work occurring in front of City Hall.

Item B: City Attorney Announcements/ Closed Session Oral Report in accordance with GC § 54957.1(a)

The City Attorney stated the City Council met in Closed Session on January 6, 2020 with no reportable action.

Item C: Councilmember Announcements

Council Member Baron discussed upcoming meetings relating to climate change that will be taking place in the City.

Council Member Reimers thanked the staff for all the work done regarding the events that took place recently.

CONSENT AGENDA

Item No.'s 4, 5, 6, 9 and 11 were pulled for separate discussion/action.

Council Member Theis recused herself from Item No.'s 4 and 6 due to the perceived conflict of interest that she has because she is the owner of a hotel.

Council Member Reimers recused herself from Item No.'s 4, 5, and 6 due to her family owning commercial property.

The Library and Community Activities Director provided the staff report for Item No. 9.

Discussion took place between the City Council and staff regarding marketing to be done by the vendor for the Farmers' Market.

The following members of the public spoke regarding Item No. 9:

Gina Delli-Gatti

The Director of Budgets and Contracts provided the staff report for Item No. 11.

Discussion took place between the City Council and staff regarding policy modifications for the messenger service be brought to the Council by the beginning of the Fiscal Year and discussion of concerns with the increase in the number of residents using the service which increases the cost.

On a motion by Council Member Reimers and seconded by Mayor Pro Tem Richards, the City Council approved the Consent Calendar with the exception of Item No.'s 4, 5, and 6, by the following vote:

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

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council approved the Item No. 5, by the following vote:

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

On a motion by Council Member Baron and seconded by Mayor Pro Tem Richards, the City Council approved the Item No. 6, by the following vote:

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

On a motion by Mayor Potter and seconded by Mayor Pro Tem Richards, the City Council approved the Item No. 4, by the following vote:

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

Item 1: Approve December 2, 2019 Special Meeting Minutes and December 3, 2019 Meeting Minutes as presented.

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

Item 3: Approve the check register for November 2019.

Item 4: Adopt Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts which constitutes reading of the title and waiver of reading of the Ordinance.

Item 5: Receive Mad Dogs and Englishmen Bike Tours Report.

Item 6: Receive report on Fee Waiver Incentive Program intended to promote hotel and commercial business improvement projects.

Item 7: Adopt Resolution 2020-001 approving Amendment No. 2 to the Landscape Maintenance Services Contract with Town & County Gardening.

Item 8: Adopt Resolution No. 2020-002, rejecting a Bid Protest and authorizing the City Administrator to execute a contract with Avila Construction Company for the Harrison Memorial Library Meeting Room Project for a not-to-exceed amount, including 10% contingency, of \$275,800.

Item 9: Adopt Resolution No. 2020-003 approving a contract to operate the Carmel-by-the-Sea Farmers' Market with Good Roots Events, Inc. for an 18-Month Term.

Item 10: Adopt Resolution No. 2020-004, authorizing a refund of a Use Permit Fee in the amount of \$2,800 to Cihat Dalmis.

Item 11: Adopt Resolution 2020-005 authorizing the City Administrator to execute Amendment No. 1 to the Mail Delivery Service Contract with Peninsula Messenger Service for a total not to exceed fee increase of \$72,000.

ORDERS OF BUSINESS

Item 12: Adopt Resolution 2020-006, receiving the Comprehensive Annual Financial Report for Fiscal Year ending June 30, 2019.

The City Administrator introduced Sheldon Chavan of Chavan and Associates, LLP who provided the audit report for this item.

Discussion among the City Council and staff included discussion of the population and demographics for the City and being a tax dependent community. The City Council stated they are pleased with the audit and appreciate the thoroughness of the work put into the audit report. Additional discussion took place regarding concerns with the economic outlook in the report, projections of sales tax trending flat/down, the decrease in TOT receipts, increase in expenses, and bringing forth a conservative budget for the next fiscal year.

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council adopted Resolution 2020-006, receiving the Comprehensive Annual Financial Report for Fiscal Year Ending June 30, 2019, by the following vote:

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

Item 13: Provide staff with direction regarding fees for “historic events.”

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

Discussion among the City Council and staff included clarification regarding events not included because they are events put on by the City, not by outside organizations.

The following members of the public spoke:
Barbara Livingston

Item 13 Continued...

Discussion among the City Council and staff included discussion of non-profit organizations being required to directly benefit themselves or Carmel, continuing to require for-profit organizations to pay all costs and adding the Carmel Art Festival and Surfabout to the list of Historic Events. Additional discussion took place regarding how 'historic' is interpreted by Council Members and leaving the list as it is currently comprised. The options provided in the Staff Report were discussed including the fiscal impact of the various events outside of the revenue generated from the fees; revenue is also generated from attendance at the events. The Council requested Car Week events be brought back to the Council for discussion in the short term.

On a motion by Council Member Reimers and seconded by Council Member Baron, the City Council approved Option 3 "Maintain the status quo. All special event organizers are required to pay fees according to the fee schedule established by Council," added Carmel Arts Festival and Surfabout to the list of Historic Events, and requested discussion about car week events take place in the near term, by the following vote:

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

Item 14: Receive a presentation on pension cost management strategies and provide direction to staff.

The City Administrator introduced Mike Myer of NHA Advisors who provided the report for this item.

Discussion among the City Council and staff included discussion of the costs and fees associated with management of a trust, paying down of some of the debt to CalPERS when possible, setting up a Section 115 Trust and discussion of a policy that includes what to do with any recognized savings the City may recognize as a result of paying down debt. Additionally, discussion took place regarding the way in which the City saves money and how that is incorporated into the budget. Concerns regarding investing funds, return on investment, associated risks, market downturns and paying someone to manage the City's funds were discussed. The Consultant discussed the benefits of a trust vs. a savings account; cities are restricted on savings accounts; conservative or moderate portfolio has potential to earn more, opens more investment possibilities.

It was the consensus of the Council to continue down the path of a Section 115 Trust.

FUTURE AGENDA ITEMS

Council Member Reimers stated discussion may be needed regarding the user groups at the Sunset Center; Mayor Potter stated he is working on this issue.

ADJOURNMENT

Mayor Potter adjourned the meeting at 6:51 p.m.

APPROVED:

Dave Potter, Mayor

ATTEST:

Britt Avrit, MMC
City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

February 4, 2020
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Review monthly reports for December: 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.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log
- Attachment #2 - Community Planning & Building Report
- Attachment #3 - Police, Fire & Ambulance Report
- Attachment #4 - Public Records Act Request Logs
- Attachment #5A - Public Works Monthly Report
- Attachment #5B - Forester's Report Narrative
- Attachment #5c - Forester's Report - Table

City Administrator Contract Log
FY 2019-20

Date Entered Into	Contractor	Contract Amount	Purpose
4-Dec-19	IT MANAGEMENT CORP.	NTE \$24,000.00	AMENDMENT 1 INCREASES NTE TO \$24K CONTRACT 2/18 TO 2/20
			IT MISC WORK AND PHONE SYSTEM INSTALLATION
18-Dec-19	NETFILE	\$1,200.00	FORM 700 E-FILE & ADMIN SYSTEM



CITY OF CARMEL-BY-THE-SEA

Monthly Report

December 2019

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Acting Community Planning & Building Director
SUBMITTED ON:	January 24, 2020
APPROVED BY:	Chip Rerig, City Administrator

DECEMBER 2019 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In December of 2019, **32** planning permit applications were received.

II. BUILDING APPLICATIONS/INSPECTIONS:

In December of 2019, **64** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In December of 2019, **12** new code compliance cases were initialized.

IV. ENCROACHMENT APPLICATIONS:

In December of 2019, **11** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the December 2019 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to December 2018 totals. As shown in the table, in 2019 there was a **14% increase** in planning permit applications, a **18% increase** in building permit applications, **11% increase** in code compliance cases, and a **19% increase** in encroachment permit applications compared to the same period 2018.

Table 1

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2018 Totals	442	628	344	194
2019 Totals	515	762	386	240
% Difference	+14%	+18%	+11%	+19%



Planning Permit Report

12/01/2019 - 12/31/2019

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
19519	Business License	Home Business License: Minerva Design	SWC of Santa Rita & 2nd Ave	12/30/2019	1/6/2020	Approved
19518	Business License	Me...Too! Salon; Beauty services	NW Corner of Mission & 7th	12/30/2019		Closed
19517	Business License	Women's Clothing Store	Dolores, 3 SE of Ocean	12/30/2019	1/6/2020	Approved
19516	Design Review	Commerical. Painting the exterior of the store. Paint colors attached to application.	Lincoln Street, 4 NE of 6th, Unit #4	12/30/2019		Closed
19515	Authorized Work	Painting interior space.	Lincoln Street, 4 NE of 6th, Unit #4	12/30/2019	12/30/2019	Approved
19514	Historic Evaluation	Full House remodel /Fenestration change / deck addition	Dolores, 2 NW of 4th	12/27/2019	1/2/2020	Closed
19513	Design Study	Wood & concrete fence and retaining wall repairs.	San Antonio, 3 SW of 2nd	12/27/2019		Corrections Required
19512	Design Study	Approval of a revision to DS 19-200 (Renda) for window modifications, entry roof design, and front elevation gable.	Casanova , 2 SW of 13th	12/26/2019	12/26/2019	Approved
19511	Business License	Le Souffle: Full-line restaurant	Corner of 5th & Dolores	12/26/2019		Corrections Required
19510	Design Review	This approval of Design Review (DR 19-510) authorizes the modification to an existing Dutch Door.	Ocean Avenue, southside, between Lincoln and Dolores	12/23/2019	1/13/2020	Approved

19509	Sign	Sign: Belle Camicie	Lincoln Street, 3 NE of 6th, Unit #4	12/23/2019	1/6/2020	Approved
19508	Temporary Use Permit	Series of live presentations to a group of 30+ at office space on the technologies coming in 2020, from 8:00 PM - 1:00 AM.	3 NW of Dolores and 6th Avenue, Su Vecino Courtyard	12/20/2019	12/30/2019	Approved
19507	Historic Determination	Add bedroom, remodel kitchen, remodel bathroom and move HVAC	Torres, 5 NE of 8th Avenue	12/20/2019		In Review
19506	Design Study	Enclosure of (e) carport and addition of new detached garage.	Dolores 2 SE of 13th	12/20/2019		In Review
19505	Business License	Home Business License: Translation of documents from Japanese to English.	San Antonio, 4 SE of 13th.	12/16/2019	12/20/2019	Approved
19504	Business License	Home Business License: Licensed psychotherapist (LMFT) doing phone consultations.	Camino Real, 2 NW of 11th	12/16/2019	12/20/2019	Approved
19503	Business License	Men's Clothing Store	Lincoln Street, 4 NE of 6th, Unit #4	12/20/2019	12/20/2019	Approved
19502	Bench Dedication	Bench dedication in honor of Randell Kent Bishop.	SW boundary of Lester Rowntree Native Plant Garden in the Mission Trail Nature Preserve. (Photos provided)	12/19/2019		In Review
19501	Business License	Lessor of Residential Dwellings and Buildings	Mission, 2 NW of Fourth Avenue #2	12/18/2019	1/6/2020	Approved
19500	Business License	Diggidy Dog: Pet Supply Store	W/S Mission between 5th & 6th	12/13/2019	12/17/2019	Approved
19499	Design Study	Amendment to Design Study to construct addition and add new fireplace.	Mission 2 SW of 1st	12/16/2019		In Review
19498	Business License	Carmel Belle : Full-Line Restaurant	San Carlos 2 SW of Ocean	12/13/2019	12/18/2019	Approved
19497	Design Study	Site Coverage Modifications	Carmelo Street, 2 SW of 8th Avenue	12/13/2019	1/3/2020	Approved
19496	Business License	Beachwood Home: Home Furnishing Store	Carmel Plaza - Ocean Avenue & Mission , Suite #110, Carmel, CA 93921	12/10/2019	12/11/2019	Approved

19495	Business License	Mission Bistro: Full-Line Restaurant	Mission Street, 2 SW Ocean Avenue, Carmel, CA 93921	12/13/2019	12/20/2019	Approved
19494	Sign	Sign: Magnifique	Ocean & Monte Verde	12/9/2019		In Review
19493	Business License	Name change from Sense Life to Magnifique.		12/9/2019		Closed
19492	Notice of Exempt Work	Residential. Window Replacement.	Camino Real, 4 SW of Ocean	10/31/2019	12/6/2019	Approved
19491	Variance	Variance to waive the front setback requirement also known as the "Build-to" line	5th 2 NW of San Carlos	12/6/2019		Scheduled for PC
19490	Notice of Exempt Work	Repaint stucco only in Sherwin Williams 7507 "Stone Lion". No changes to trim, front door or garage door colors.	SWC of Lopez and 2nd	12/6/2019	12/6/2019	Approved
19489	Design Study	Addition (80 sq ft)/Remodel to an existing one-story residence.	Guadalupe Street, 4 SW of 2nd Avenue	12/4/2019		Corrections Required
19488	Banners	Installation of banners for Monterey Symphony.	Ocean Avenue, all banners	12/4/2019		In Review

Total Records: 32

1/24/2020



Building Permit Report

12/01/2019 - 12/31/2019

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
190761	12/31/2019		Commercial. Install partition wall to create interior storage space.		Building	San Carlos 2 NE of 7th
190760	12/30/2019	12/31/2019	Commercial. Replace existing door due to weather rot. No alterations to structure opening or framing. To be painted same color to match.		Exempt Work	San Carlos 2 NE of 7th
190759	12/31/2019		Commercial. Repair or replace portions of existing 168 SF second floor balcony.		Building	NE Corner of Ocean & San Carlos
190758	12/30/2019		Residential. Development of new one story single family dwelling with detached one car garage and basement. New stone patio, driveway, and walkways set on sand.		Building	9th 2 NE of Dolores
190757	12/30/2019		Residential. Plumbing additions and modifications associated with BP 19-754.		Plumbing	26162 Ladera Drive
190756	12/30/2019		Residential. Mechanical additions and modifications associated with BP 19-754.		Mechanical	26162 Ladera Drive
190755	12/30/2019		Residential. Electrical additions and modifications associated with BP 19-754.		Electrical	26162 Ladera Drive
190754	12/30/2019		Residential. Remodel of (e) 3,744 sf SFR. Reconfiguration of (e) bedrooms, bathrooms, laundry, kitchen, living/dining and lower level layout. Mail level addition of 245 sf new bedroom and bathroom. 189 sf new work out room and 28 sf addition to master bedroom. Exterior enlargement of (e) patio deck at		Building	26162 Ladera Drive

			master bedroom. Replacement of (e) windows and doors and installation of new property gate at existing asphalt driveway.			
190753	12/30/2019	12/30/2019	Residential. Complete removal of carpet flooring and replacement with new wood flooring in main house and guest unit. Minor work to kitchen cabinets.		Exempt Work	San Carlos 4 SW of 8th
190752	12/30/2019	12/30/2019	Residential. replacement of existing leaking water heater.		Plumbing	Carmelo 3 SE of 9th
190751	12/30/2019		Residential. Plumbing additions and modifications associated with BP 19-748.		Roofing	2nd 2 NE of Guadalupe
190750	12/30/2019		Residential. Mechanical additions and modifications associated with BP 19-748.		Mechanical	2nd 2 NE of Guadalupe
190749	12/30/2019		Residential. Electrical additions and modifications associated with BP 19-748.		Electrical	2nd 2 NE of Guadalupe
190748	12/30/2019		Residential. New single family residence on vacant lot.		Building	2nd 2 NE of Guadalupe
190747	12/30/2019	1/7/2020	Commercial. Remove and replace (e) tile roofs. Install new, 50 mil single-ply DuroLast membrane over existing cap sheet, built-up roof. Replace gutters and downspouts.		Roofing	SW Corner Junipero & Ocean
190746	12/27/2019		Commercial. Tenant improvement and installation of new VR golf equipment.		Building	Carmel Plaza Suite #101
190745	12/27/2019	1/6/2020	Commercial. Remove carpet flooring and replace with stone flooring. Remove 1/2" plywood and carpet on interior walls in main gallery and office area. Replace with 3/4" plywood and finish in venetian plaster. Possible sheetrock replacement around electric closet.		Building	San Carlos 2 SE 5th
190744	12/27/2019	12/27/2019	SFR EV Charging station. Craft Electric Co. Contractor State License #: 603084 City Business License #: 17465		Electrical	25967 Mission St.
190743	12/27/2019	12/27/2019	Residential. Replace existing 50 gallon water heater with new Braford-White 50 gallon water heater. Contractor State License #: 300628 City Business License #: 15395		Plumbing	Camino Real 3 SW of 7th
190742	12/27/2019		Residential. Reconfigure existing driveway and hardscape. Reduce and resurface existing rear yard stoop. Reconfigure and expand slightly side yards wood deck. Add fencing, gates and rear yard landscape.		Building	Casanova 3 NW of 9th

190741	12/23/2019		Residential. Partial demolition of 9e) carport and construction of a new two-story single family residence.		Building	Casanova, 7 NW of Ocean
190740	12/23/2019		Residential. Change two (2) toilets to 0.8 low flow to comply with water district code, as per approved permit		Plumbing	Junipero 2 NW of 3rd
190739	12/23/2019	1/22/2020	Residential. Interior remodel of (e) SFR (kitchen, laundry and master bath remodel. Replace (e) windows and doors with new metal clad win/door Kolbe or equal.		Building	Santa Fe 2 NE of Mountain View
190738	12/20/2019	1/22/2020	Residential. Install home backup generator.		Electrical	San Antonio 3 SW of 7th
190737	12/20/2019	1/10/2020	Commercial. Plumbing additions and modifications associated with BP 19-735.		Plumbing	SW Corner Junipero & 3rd
190736	12/20/2019	1/10/2020	Commercial. Electrical additions and modifications associated with BP 19-735.		Electrical	SW Corner Junipero & 3rd
190735	12/20/2019	1/10/2020	Commercial. Modifications to the outdoor patio area, removal and replacement of in-ground spa, installation of new ADA ramp and gas fire pit with built-in seating. Modifications to existing storage area and landscaping replacement. 811# X001100239-00X.		Building	SW Corner Junipero & 3rd
190734	12/19/2019	12/20/2019	Residential. Remove existing bathtub and tile, replace with new tile shower of same size.		Plumbing	Monte Verde 3 NW 9th
190733	12/19/2019	12/20/2019	Residential. Installation of two Tesla power wall units, 2 AC battery systems, 1 Tesla backup gateway and 2 new subpanels.		Electrical	San Antonio 2 SE of 13th
190732	12/17/2019	12/17/2019	Commercial. Storefront facade modifications, new soffit, infill at ceiling, and new flooring.		Building	Carmel Plaza Suite 103
190731	12/17/2019	12/17/2019	Commercial. Storefront facade modifications, interior non-bearing demising wall adjustments, new interior finishes of (e) ADA restrooms.		Building	Carmel Plaza Suite 101
190730	12/18/2019		Residential. Add egress window and window well to existing basement.		Building	Monte Verde 5 SE of 12th
190729	12/18/2019	1/13/2020	Residential. Electrical additions and modifications associated with BP 19-728.		Electrical	SW Corner Mission & 3rd
190728	12/18/2019	1/13/2020	Residential. Interior remodel. removal of entry and bedroom built-in base storage cabinets. New closet with a new built-in in the bedroom. Add new cabinets at entry, update cabinet doors on (e) kitchen and		Building	SW Corner Mission & 3rd

			bathroom cabinets. Add new LED recessed lighting in living room and bedroom, update existing recessed lights with led bulbs and new trim.			
190727	12/18/2019	12/20/2019	Residential. Addition of second bathroom to interior space and remodel of kitchen.		Building	Casanova 2 SW of 9th
190726	12/18/2019	12/18/2019	Residential. Removal and disposal of carpet and drywall 24" above finished floor elevation. Dry out of interior.		Building	NW Corner Lincoln & 13th
190725	12/18/2019		Residential. Plumbing additions and modifications associated with BP 19-722.		Plumbing	Carmelo 2 NW of 9th
190724	12/18/2019		Residential. Mechanical additions and modifications associated with BP 19-722.		Mechanical	Carmelo 2 NW of 9th
190723	12/18/2019		Residential. Electrical additions and modifications associated with BP 19-722.		Electrical	Carmelo 2 NW of 9th
190722	12/18/2019		Residential. Demolition of (e) structures and site coverage. Construction of new single family dwelling with basement and attached garage consisting of 398 sf basement, 320 sf lower floor and 1322 sf main floor.		Building	Carmelo 2 NW of 9th
190721	12/16/2019	12/16/2019	Commercial. Removal of 4' of drywall along perimeter of one half of building and removal of hardwood flooring in other half of building.		Building	NEC Monte Verde & Ocean
190720	12/16/2019	12/16/2019	Repair approx. 5' of 3/4 gas line		Plumbing	SWC 2nd and San Carlos
190719	12/13/2019	12/13/2019	Residential. Remove and replace furnace in same location.		Mechanical	NE Corner Casanova & 8th
190718	12/12/2019	1/16/2020	Residential. Install 25.5 sf ridge skylight to first floor living room in (e) residence.		Building	SE Corner Junipero & 10th
190717	12/12/2019		Residential. Mechanical additions and modifications associated with BP 19-715.		Mechanical	Mission 2 NE of 11th
190716	12/12/2019		Residential. Electrical additions and modifications associated with BP 19-715.		Electrical	Mission 2 NE of 11th
190715	12/12/2019		Residential. 145 sf office addition to a 1,406 sf single family residence. Removal of 290 sf of impermeable lot coverage. 3 CY of grading.		Building	Mission 2 NE of 11th
190714	12/12/2019	12/12/2019	Residential. Change main panel 100 to 100 amp and add manual safety switch.		Electrical	SW Corner Perry Newberry & 4th

190713	12/12/2019	12/12/2019	Residential. Remove comp roof and replace with new 30 year IKO Composition roof in "Harvard Slate" color. Roof to be class "A" fire retardant.		Roofing	NE Corner San Carlos & 1st
190712	12/12/2019	12/12/2019	Residential. Replace water service from meter to house. Approximately 10' of 1" schedule 40 PVC Pipe.		Plumbing	NW Corner San Antonio & 13th
190711	10/9/2019	12/11/2019	Residential. Replace (e) 489 SF wood deck with new 334 SF wood deck. Remove shower from an (e) bathroom, replace two toilets and install new outdoor receptacles.		Building	Santa Fe 5 NW of 2nd
190710	12/11/2019	12/19/2019	Residential. 2.78 KW; 12 panels of pv installation.		Electrical	26282 Atherton Drive
190709	12/10/2019	12/11/2019	Interior remodel of tasting room to include adding one 3'x6'8" door to back office. New hardwood floors throughout and new tasting bar and back counter.		Building	SE Corner San Carlos & 7th
190708	12/9/2019	1/9/2020	Residential. New detached garage 250 sf and new walkway with garden walls.		Building	San Carlos 6 SW of 8th
190707	12/9/2019	12/9/2019	Residential. Re-roof, existing roof to be replace with new composition Certainteed Landmark TL, class "A" roof - to be Country Grey color.		Roofing	Camino Real 2 NE of Fraser
190706	12/5/2019	12/13/2019	Residential. Remove existing sink and faucet, replace with new sink and faucet in same location.		Mechanical	Mission 2 NE of 5th
190705	12/5/2019	1/6/2020	Residential. Replace approx. 15 linear feet of foundation.		Building	Carpenter 4 NW of 6th
190704	12/4/2019	12/4/2019	Residential. Change out Lennox furnace in mechanical closet with new Bryant 80% AFUE furnace.		Mechanical	Dolores 1 NE of 5th
190703	12/4/2019	12/12/2019	Residential. Bathroom remodel and main water line replacement. Installation of new window in existing space.		Building	SW Corner Monte Verde & 7th
190702	12/3/2019	12/3/2019	Residential. Plumbing additions and modifications associated with BP 19-700.		Plumbing	Dolores 4 SW of 13th
190701	12/3/2019	12/3/2019	Residential. Electrical additions and modifications associated with BP 19-700.		Electrical	Dolores 4 SW of 13th
190700	12/3/2019	12/3/2019	Residential. Replacement of existing kitchen cabinets, kitchen ceiling, floor finishes, wall damage and bathroom tile due to flood damage.		Building	Dolores 4 SW of 13th

190699	12/3/2019		Residential. Remove existing heating vent and cap gas line. No replacement of heating system.		Mechanical	Mission 2 NE of 5th
190698	12/2/2019	12/12/2019	Residential. Interior bathroom remodel with new tub, toilet, sink, vanity, faucets, outlets light fixtures and tile.		Building	Sterling Way 2 NE of Perry Newberry

Total Records: 64

1/24/2020



Code Compliance Report

12/01/2019 - 12/31/2019

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
19387	Short-term Rental	Open	Vizcaino 1 NW of Flanders	Non-compliant STR	12/30/2019	
19386	Health and Safety Code Violation	Closed	Lincoln SE of Ocean	Waste and receptacles obstructing sidewalk	12/26/2019	12/26/2019
19385	Planning/Building Violation	Open	Mission 4 NE of 5th	Digging / root cutting	12/23/2019	
19384	Health and Safety Code Violation	Closed	Lincoln SE of Ocean	Waste and receptacles obstructing sidewalk	12/13/2019	12/13/2019
19383	Short-term Rental	Open	NW Corner of Carpenter and 2nd	Non-compliant STR	12/11/2019	
19382	Gas Leaf Blower Violation	Closed	NW Corner of Dolores and 10th	Gas Leaf Blower	12/10/2019	12/10/2019
19381	Right of way Violation	Closed	San Carlos SE of 9th	Cones in Parking Spaces	12/10/2019	12/10/2019
19380	Sign Violation	Closed	Monte Verde 5 SW of 4th	No Parking Sign	12/10/2019	12/10/2019
19379	Sign Violation	Closed	Dolores NE of 6th	Extra Business Signage	12/9/2019	12/9/2019
19378	Short-term Rental	Open	25940 Junipero St	Non-compliant STR	12/5/2019	
19377	Short-term Rental	Open	25995 Jumipero Ave	Non-compliant STR	12/4/2019	
19376	Building Violation	Closed	San Carlos 2 SW of 8th	Furnace replacement without permit	12/4/2019	12/5/2019

Total Records: 12

1/24/2020



Encroachment Permit Report

12/01/2019 - 12/31/2019

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
190239	Temp Ench	12/30/2019	PG&E to excavate 5'x4' bellhole to cut off gas service.	Camino Real 2 SW of 2nd	1/8/2020	Approved
190238	Temp Ench	12/23/2019	Scudder Roofing to close Mission Street for Partial Day between Ocean Avenue & 7th Avenue to be able to load roof top materials with a crane. Will also need to close the sidewalk on the east side of Mission Street for the safety of any pedestrians while loading the roof.	Junipero & Ocean Avenue	12/31/2019	Approved
190237	Temp Ench	12/20/2019	Sewer lateral replacement. 811# W935300591.	Carpenter 3 NE of 2nd	12/20/2019	Approved
190236	Temp Ench	12/19/2019	Replacement of sewer lateral.	NE Corner Monte Verde & 7th	12/19/2019	Approved
190235	Temp Ench	12/18/2019	Replacement of sewer lateral.	Lobos 3 NW of 4th	12/19/2019	Approved
190234	Temp Ench	12/2/2019	Place 3' 1-2" duct via trench. Remove & restore 9 sf concrete. AT&T Job #A01QQHG.	7th 115' SE of San Carlos	12/16/2019	Approved
190233	Driveway	12/16/2019	Remove existing "gray" pavers and replace with yellow rustic stowe pavers QS4 Pattern. 811# X934401109-00X.	Carmelo 2 SE of 13th	12/31/2019	Approved
190232	Temp Ench	12/10/2019	Sewer lateral replacement.	Lobos 3 SW of 1st	12/12/2019	Approved
190231	Temp Ench	12/6/2019	Replace damaged tiles on roof.	7th between Ocean and Mission	12/9/2019	Approved
190230	Temp Ench	12/5/2019	Sewer lateral replacement.	Scenic 2 NW of 8th	12/5/2019	Approved
190229	Temp Ench	12/4/2019	Replacement of sewer lateral, install two-way clean out with SRV & BWV.	Casanova 2 NE of 9th	12/4/2019	Approved

Total Records: 11

1/24/2020



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Safety

December 2019

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 December 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 December 2019 the ambulance was able to meet the performance measure. The response time was 97% with (1) code-3 call over 5 minutes.

78 Calls for service in CBTS Average response time: 2:59 min.
39 Code 3 calls for service –One call over 5:00 min.

191224-CFA01818; 12/24/19; 10:54pm; N. Casanova & Palou (**5:25 min**) – Late night, rainy conditions.

AMR Responded to 5 calls for service in CBTS during the month of December.

- 2 calls to cover Carmel's Ambulance while on a call within CBTS.
 - 1 call covering the Carmel Ambulance while on a call outside CBTS.
 - 1 call cancelled when Carmel's Ambulance responded.
 - 1 call when Carmel's Ambulance wasn't on any calls.
- Carmel's primary ambulance was out of service for repairs and the secondary ambulance wasn't in service when the call was dispatched.

MONTEREY FIRE REPORT

Summary of Monterey Fire December 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 December 2018 the fire department was able to meet the performance measure. The response time was 97% with (2) code-3 calls over 5 minutes.

*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%.

86 total calls for service in CBTS Average response time: 2:55 min.

Attachment 3

66 total Code-3 calls

19-0008768; 12/11/19; 2:00pm **(9:08 min)**; Lincoln & 7th; -Primary on another call-response from Station #11.
19-0009041; 12/24/19; 10:54pm; **(5:48 min)**; Casanova & Palou- Nighttime and rainy conditions.

**There were three additional calls for service with a response time over five minutes. These were none emergency calls classified as Code 2.*

BEACH FIRES

There were no illegal beach fires recorded during the month of December and no propane fires.

*The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%.



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 12/01/2019 to 12/31/2019



Attachment 3

MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
191201-CFA01706	Emergent	12/1/2019	1:39:36 AM	1:43:39 AM	0:04:03	1:46:29 AM	10TH AVE / MISSION ST
191201-CFA01712	Emergent	12/1/2019	9:55:42 PM	9:58:33 PM	0:02:51	10:54:40 PM	2ND AVE / JUNIPERO AVE
191202-CFA01714	Emergent	12/2/2019	9:59:49 AM	10:01:58 AM	0:02:09	10:45:00 AM	6TH AVE / MISSION ST
191202-CFA01715	Emergent	12/2/2019	10:51:45 AM	10:55:00 AM	0:03:15	11:48:04 AM	JUNIPERO AVE / 4TH AVE
191202-CFA01717	Emergent	12/2/2019	3:23:16 PM	3:26:03 PM	0:02:47	4:21:11 PM	VIZCAINO / FLANDERS WAY
191203-CFA01725	Emergent	12/3/2019	9:02:26 PM	9:04:48 PM	0:02:22	9:38:00 PM	DOLORES ST / 4TH AVE
191205-CFA01731	Emergent	12/5/2019	6:33:00 AM	6:36:00 AM	0:03:00	7:06:00 AM	5TH/JUNIPERO
191205-CFA01733	Emergent	12/5/2019	9:32:10 AM	9:34:43 AM	0:02:33	9:53:40 AM	SANTA RITA ST / 1ST AVE
191207-CFA01743	Emergent	12/7/2019	1:51:13 PM	1:53:08 PM	0:01:55	3:05:14 PM	CAMINO REAL ST / 8TH AVE
191207-CFA01744	Emergent	12/7/2019	3:07:00 PM	3:07:30 PM	0:00:30	3:57:12 PM	OCEAN AVE / SAN CARLOS ST
191207-CFA01745	Emergent	12/7/2019	4:00:04 PM	4:00:53 PM	0:00:49	4:52:10 PM	OCEAN AVE / MISSION ST
191207-CFA01746	Emergent	12/7/2019	4:52:14 PM	4:55:00 PM	0:02:46	5:12:53 PM	SANTA FE ST / 5TH AVE
191207-CFA01747	Emergent	12/7/2019	7:24:27 PM	7:26:29 PM	0:02:02	8:00:30 PM	5TH AVE / JUNIPERO AVE
191209-CFA01752	Emergent	12/9/2019	2:59:50 PM	3:04:11 PM	0:04:21	3:46:42 PM	3111 SERRA AVE
191211-CFA01763	Emergent	12/10/2019	11:59:56 PM	12:03:33 AM	0:03:29	12:40:00 AM	SAN CARLOS ST / 7TH AVE
191211-CFA01764	Emergent	12/11/2019	9:29:40 AM	9:31:46 AM	0:02:06	11:01:15 AM	4TH AVE / SAN ANTONIO AVE
191211-CFA01765	Emergent	12/11/2019	1:54:49 PM	1:56:22 PM	0:01:33	2:30:54 PM	SANTA FE ST / OCEAN AVE
191213-CFA01772	Emergent	12/13/2019	2:46:17 PM	2:47:16 PM	0:00:59	3:19:00 PM	OCEAN AVE / LINCOLN ST
191213-CFA01775	Emergent	12/13/2019	5:14:57 PM	5:16:12 PM	0:01:15	5:45:09 PM	MISSION ST / 4TH AVE
191213-CFA01776	Emergent	12/13/2019	6:32:12 PM	6:34:59 PM	0:02:47	7:07:00 PM	DOLORES ST / 2ND AVE
191214-CFA01781	Emergent	12/14/2019	9:35:13 PM	9:37:05 PM	0:01:52	10:54:06 PM	LINCOLN ST / 7TH AVE
191215-CFA01785	Emergent	12/15/2019	8:20:17 PM	8:23:20 PM	0:03:03	9:35:00 PM	2ND AVE / MISSION ST
191216-CFA01787	Emergent	12/16/2019	8:09:06 AM	8:11:03 AM	0:01:57	8:46:00 AM	CARPENTER ST / 5TH AVE
191217-CFA01789	Emergent	12/17/2019	9:01:48 PM	9:05:22 PM	0:03:34	9:34:14 PM	DOLORES ST / 13TH AVE
191220-CFA01794	Emergent	12/20/2019	8:19:59 AM	8:21:43 AM	0:01:44	9:18:45 AM	8TH AVE / SAN CARLOS ST
191223-CFA01810	Emergent	12/23/2019	2:16:44 PM	2:18:39 PM	0:01:55	2:41:51 PM	SCENIC RD / SANTA LUCIA AVE
191223-CFA01812	Emergent	12/23/2019	6:32:19 PM	6:34:18 PM	0:01:59	7:16:10 PM	MONTE VERDE ST / 9TH AVE
191224-CFA01813	Emergent	12/24/2019	7:39:58 AM	7:42:56 AM	0:02:58	8:22:30 AM	JUNIPERO AVE / 10TH AVE
191224-CFA01817	Emergent	12/24/2019	7:56:20 PM	7:58:17 PM	0:01:57	8:16:00 PM	LINCOLN ST / 7TH AVE
191224-CFA01818	Emergent	12/24/2019	10:54:08 PM	10:59:33 PM	0:05:25	11:45:00 PM	N CASANOVA ST / PALOU AVE
191227-CFA01829	Emergent	12/27/2019	2:30:00 PM	2:31:35 PM	0:01:35	3:20:00 PM	SAN CARLOS/ 7TH
191227-CFA01832	Non-Emerge	12/27/2019	7:25:47 PM	7:31:23 PM	0:05:36	8:10:57 PM	6TH AVE / SANTA RITA ST
191227-CFA01833	Emergent	12/27/2019	9:22:24 PM	9:23:18 PM	0:00:54	10:22:29 PM	OCEAN AVE / LINCOLN ST
191229-CFA01843	Emergent	12/29/2019	6:59:39 PM	7:01:49 PM	0:02:10	7:40:24 PM	SAN CARLOS ST / 13TH AVE
191229-CFA01844	Emergent	12/29/2019	9:20:17 PM	9:22:01 PM	0:01:44	9:56:00 PM	LINCOLN ST / 8TH AVE

191230-CFA01845	Emergent	12/30/2019	8:17:14 AM	8:19:47 AM	0:02:33	8:59:00 AM	SANTA FE AVE / 8TH AVE
191230-CFA01849	Emergent	12/30/2019	11:56:05 PM	11:57:51 PM	0:01:46	12:37:00 AM	OCEAN AVE / LINCOLN ST
191231-CFA01850	Emergent	12/31/2019	1:08:06 PM	1:10:48 PM	0:02:42	1:55:00 PM	SANTA FE ST / 6TH AVE
191231-CFA01851	Emergent	12/31/2019	5:12:32 PM	5:14:43 PM	0:02:11	5:51:00 PM	SAN CARLOS ST / SANTA LUCIA
191231-CFA01852	Emergent	12/31/2019	10:27:28 PM	10:28:50 PM	0:01:22	10:41:53 PM	JUNIPERO AVE / 6TH AVE

NUMBER OF EMS INCIDENTS		40	AVERAGE RESPONSE		0:02:20		
FIRE RESPONSES CARMEL CITY							
INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET

191201-CFA01706	Emergent	12/1/2019	1:39:36 AM	1:43:39 AM	0:04:03	1:46:29 AM	10TH AVE / MISSION ST
191201-CFA01711	Emergent	12/1/2019	6:58:27 PM	7:02:48 PM	0:04:21	7:07:00 PM	SAN ANTONIO AVE / 13TH AVE
191202-CFA01713	Emergent	12/2/2019	8:28:19 AM	8:30:15 AM	0:01:56	8:38:03 AM	OCEAN AVE / DOLORES ST
191202-CFA01718	Emergent	12/2/2019	7:20:54 PM	7:24:13 PM	0:03:19	7:32:38 PM	DOLORES ST / 5TH AVE
191204-CFA01727	Non-Emerge	12/4/2019	9:13:42 AM	9:17:02 AM	0:03:20	9:18:46 AM	2ND AVE / GUADALUPE ST
191204-CFA01729	Emergent	12/4/2019	7:55:20 PM	7:57:26 PM	0:02:06	8:06:11 PM	5TH AVE / SAN CARLOS ST
191204-CFA01729	Emergent	12/4/2019	7:55:20 PM	7:57:26 PM	0:02:06	8:06:11 PM	5TH AVE / SAN CARLOS ST
191205-CFA01737	Non-Emerge	12/5/2019	10:15:12 PM	10:18:25 PM	0:03:13	10:22:36 PM	LINCOLN AND 7TH
191206-CFA01739	Emergent	12/6/2019	12:45:09 PM	12:49:00 PM	0:03:51	12:54:00 PM	SAN CARLOS ST / 10TH AVE
191207-CFA01742	Emergent	12/7/2019	6:15:56 AM	6:19:20 AM	0:03:24	6:36:07 AM	CAMINO REAL ST / 8TH AVE
191208-CFA01749	Non-Emerge	12/8/2019	9:32:04 AM	9:35:50 AM	0:03:46	9:35:57 AM	JUNIPERO AVE / 10TH AVE
191209-CFA01754	Non-Emerge	12/9/2019	6:35:55 PM	6:39:01 PM	0:03:06	6:47:43 PM	SAN CARLOS ST / 5TH AVE
191210-CFA01755	Emergent	12/10/2019	2:58:46 AM	3:02:26 AM	0:03:40	3:06:09 AM	SAN CARLOS ST / 4TH AVE
191210-CFA01755	Emergent	12/10/2019	2:58:46 AM	3:02:26 AM	0:03:40	3:06:09 AM	SAN CARLOS ST / 4TH AVE
191210-CFA01757	Emergent	12/10/2019	10:34:27 AM	10:36:16 AM	0:01:49	10:43:44 AM	SAN CARLOS ST / 4TH AVE
191212-CFA01770	Emergent	12/12/2019	8:24:04 PM	8:27:41 PM	0:03:37	8:43:57 PM	8TH AVE / JUNIPERO AVE
191213-CFA01773	Emergent	12/13/2019	4:17:43 PM	4:20:46 PM	0:03:03	4:24:27 PM	TORRES ST / 8TH AVE
191215-CFA01786	Emergent	12/15/2019	11:10:14 PM	11:16:38 PM	0:06:24	11:33:01 PM	LOBOS ST / VALLEY WAY
191215-CFA01783	Emergent	12/15/2019	12:49:10 PM	12:52:31 PM	0:03:21	12:55:59 PM	CASANOVA ST / OCEAN AVE
191216-CFA01788	Non-Emerge	12/16/2019	5:58:33 PM	6:01:12 PM	0:02:39	6:02:48 PM	4TH AVE / GUADALUPE ST
191218-CFA01791	Emergent	12/18/2019	12:34:21 PM	12:38:13 PM	0:03:52	12:39:30 PM	CAMINO REAL ST / 11TH AVE
191219-CFA01792	Emergent	12/19/2019	4:59:12 AM	5:03:00 AM	0:03:48	5:07:40 AM	CASANOVA ST / OCEAN AVE
191219-CFA01792	Emergent	12/19/2019	4:59:12 AM	5:03:00 AM	0:03:48	5:07:40 AM	CASANOVA ST / OCEAN AVE
191220-CFA01795	Emergent	12/20/2019	11:13:54 AM	11:16:29 AM	0:02:35	11:21:21 AM	5TH AVE / MISSION ST
191220-CFA01795	Emergent	12/20/2019	11:13:54 AM	11:16:29 AM	0:02:35	11:21:21 AM	5TH AVE / MISSION ST
191220-CFA01797	Emergent	12/20/2019	5:41:15 PM	5:44:15 PM	0:03:00	5:46:28 PM	CARMELO ST / OCEAN AVE
191220-CFA01797	Emergent	12/20/2019	5:41:15 PM	5:44:15 PM	0:03:00	5:46:28 PM	CARMELO ST / OCEAN AVE
191221-CFA01800	Non-Emerge	12/21/2019	12:33:01 PM	12:42:46 PM	0:09:45	12:47:21 PM	LINCOLN ST / 3RD AVE
191222-CFA01805	Emergent	12/22/2019	6:03:24 AM	6:06:49 AM	0:03:25	6:10:21 AM	CASANOVA ST / OCEAN AVE
191225-CFA01819	Emergent	12/25/2019	12:43:12 PM	12:44:59 PM	0:01:47	12:58:00 PM	4TH AVE / JUNIPERO AVE
191225-CFA01821	Emergent	12/25/2019	10:00:34 PM	10:03:29 PM	0:02:55	10:32:49 PM	JUNIPERO AVE / 8TH AVE
191226-CFA01825	Emergent	12/26/2019	6:29:03 PM	6:32:07 PM	0:03:04	6:38:45 PM	SAN ANTONIO AVE / 9TH AVE
191227-CFA001828	Non-Emerge	12/27/2019	2:08:00 PM	2:13:00 PM	0:05:00	2:22:00 PM	LINCOLN AND 8TH
191227-CFA01826	Non-Emerge	12/27/2019	12:21:22 AM	12:25:47 AM	0:04:25	12:32:09 AM	JUNIPERO AVE / VISTA AVE
191227-CFA01827	Non-Emerge	12/27/2019	4:03:19 AM	4:10:09 AM	0:06:50	4:17:53 AM	CARPENTER ST / 3RD AVE
191228-CFA01837	Emergent	12/28/2019	4:00:09 PM	4:02:27 PM	0:02:18	4:04:28 PM	LINCOLN ST / 11TH AVE
191228-CFA01838	Emergent	12/28/2019	8:55:11 PM	8:58:10 PM	0:02:59	9:01:33 PM	4TH AVE / MONTE VERDE ST

Attachment 3

191229-CFA01841Emergent Dc12/29/20193:28:23 PM3:31:26 PM0:03:033:37:29 PMAttachment 3 / SANTA LUCIA

NUMBER OF FIRE INCIDENTS	38	AVERAGE RESPONSE	0:03:33
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TOTAL CARMEL CITY INCIDENTS	78	IL AVERAGE RESPONSE TIME	0:02:59
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RESPONSES BY DISTRICT							
INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET

CARMEL HIGHLANDS

INCIDENT							
191203-CFA01724	Emergent	12/3/2019	7:06:04 PM	7:16:09 PM	0:10:05	8:16:21 PM	27953 SAN JOSE CREEK CANYON RD
191205-CFA01735	Emergent	12/5/2019	12:01:42 PM	12:10:54 PM	0:09:12	12:57:32 PM	191 LOWER WALDEN RD
191215-CFA01782	Emergent	12/15/2019	2:14:59 AM	2:22:00 AM	0:07:01	3:30:00 AM	27953 SAN JOSE CREEK CANYON RD
191220-CFA01796	Emergent	12/20/2019	12:01:52 PM	12:09:36 PM	0:07:44	12:13:49 PM	20909 POINT LOBOS STATE RD
191226-CFA01822	Emergent	12/26/2019	4:48:06 AM	4:59:12 AM	0:11:06	5:31:00 AM	92 CORONA RD
Subtotal		5	Average Response Time		0:09:02	Carmel Highlands	

CYPRESS FIRE

INCIDENT							
191201-CFA01708	Emergent	12/1/2019	9:42:46 AM	9:48:10 AM	0:05:24	10:45:00 AM	3475 EDGEFIELD PL
191201-CFA01709	Emergent	12/1/2019	12:02:23 PM	12:27:44 PM	0:25:21	1:00:00 PM	24658 SANTA RITA ST
191201-CFA01710	Non-Emergent	12/1/2019	6:37:19 PM	6:44:00 PM	0:06:41	6:46:34 PM	3541 MESA CT
191203-CFA01720	Emergent	12/3/2019	3:09:33 AM	3:19:19 AM	0:09:46	4:08:26 AM	79 DEL MESA CARMEL
191203-CFA01721	Non-Emergent	12/3/2019	10:50:34 AM	10:54:18 AM	0:03:44	11:22:00 AM	3600 OCEAN AVE
191205-CFA01732	Emergent	12/5/2019	8:36:52 AM	8:42:13 AM	0:05:21	9:20:39 AM	26245 CARMEL RANCHO BLVD
191205-CFA01734	Emergent	12/5/2019	10:26:05 AM	10:33:42 AM	0:07:37	10:36:44 AM	24513 PESCADERO RD
191205-CFA01736	Emergent	12/5/2019	1:17:25 PM	1:22:57 PM	0:05:32	1:29:59 PM	26245 CARMEL RANCHO BLVD
191206-CFA01740	Emergent	12/6/2019	1:22:55 PM	1:27:47 PM	0:04:52	2:07:21 PM	26600 CARMEL CENTER PL
191206-CFA01741	Emergent	12/6/2019	7:22:05 PM	7:26:44 PM	0:04:39	8:24:00 PM	3601 THE BARNYARD
191207-CFA01748	Emergent	12/7/2019	9:39:38 PM	9:44:38 PM	0:05:00	11:27:55 PM	HWY 1 / CARMEL VALLEY RD
191208-CFA01750	Emergent	12/8/2019	11:10:12 AM	11:20:33 AM	0:10:21	11:24:05 AM	1000 HACIENDA CARMEL
191208-CFA01751	Emergent	12/8/2019	4:17:09 PM	4:18:37 PM	0:01:28	5:38:57 PM	24890-25622 LINCOLN ST
191209-CFA01753	Emergent	12/9/2019	5:36:10 PM	5:40:26 PM	0:04:16	5:47:35 PM	3770 WHITMAN CIR
191210-CFA01756	Emergent	12/10/2019	8:24:22 AM	8:30:17 AM	0:05:55	8:36:09 AM	24463 SAN MATEO AVE
191210-CFA01762	Emergent	12/10/2019	6:12:16 PM	6:16:57 PM	0:04:41	7:03:20 PM	24501 VIA MAR MONTE
191213-CFA01774	Non-Emergent	12/13/2019	4:37:59 PM	4:45:28 PM	0:07:29	5:00:22 PM	2922 CUESTA WAY
191215-CFA01784	Emergent	12/15/2019	3:00:48 PM	3:06:10 PM	0:05:22	3:50:00 PM	25535 CANADA VALLEY DR
191220-CFA01798	Emergent	12/20/2019	8:18:09 PM	8:22:54 PM	0:04:45	8:47:01 PM	3650 RIO RD
191222-CFA01804	Emergent	12/22/2019	5:25:47 AM	5:32:19 AM	0:06:32	5:42:41 AM	26245 CARMEL RANCHO BLVD
191222-CFA01807	Emergent	12/22/2019	8:01:04 AM	8:05:19 AM	0:04:15	8:21:43 AM	3770 WHITMAN CIR
191223-CFA01809	Emergent	12/23/2019	12:36:02 PM	12:39:55 PM	0:03:53	12:55:33 PM	204 CROSSROADS BLVD
191223-CFA01811	Emergent	12/23/2019	4:17:03 PM	4:21:29 PM	0:04:26	5:14:34 PM	3785 VIA NONA MARIE
191224-CFA01815	Emergent	12/24/2019	12:00:05 PM	12:04:35 PM	0:04:30	12:40:00 PM	26048 ATHERTON DR

191226-CFA01824	Emergent	12/26/2019	6:01:04 PM	6:04:34 PM	0:03:30	6:25:34 PM	26445 CYPRESS FIELDS RD
191227-CFA01830	Non-Emergent	12/27/2019	4:53:07 PM	4:58:34 PM	0:05:27	5:17:44 PM	26245 CARMEL RANCHO BLVD
191227-CFA01831	Emergent	12/27/2019	5:28:18 PM	5:34:38 PM	0:06:20	6:46:16 PM	26135 CARMEL RANCHO BLVD
191229-CFA01839	Emergent	12/29/2019	8:17:48 AM	8:22:49 AM	0:05:01	8:31:08 AM	26245 CARMEL RANCHO BLVD
191230-CFA01846	Emergent	12/30/2019	10:19:19 AM	10:23:52 AM	0:04:33	10:52:00 AM	26359 RIVER PARK PL
191230-CFA01847	Emergent	12/30/2019	2:02:53 PM	2:07:38 PM	0:04:45	2:14:56 PM	26245 CARMEL RANCHO BLVD
191230-CFA01848	Emergent	12/30/2019	3:27:31 PM	3:32:46 PM	0:05:15	4:35:02 PM	3238 TAYLOR RD
Subtotal		31	Average Response Time		0:06:01	CYPRESS FIRE	

MARINA

INCIDENT							
191210-CFA01761	Emergent	12/10/2019	3:19:17 PM	3:28:33 PM	0:09:16	4:25:40 PM	187 PALM AVE
Subtotal		1	Average Response Time		0:09:16	MARINA	

MID COAST FIRE

INCIDENT							
191102-CFA01552	Emergent	11/2/2019	1:48:35 PM	2:14:00 PM	0:25:25	4:11:17 PM	38200 PALO COLORADO RD
191112-CFA01616	Emergent	11/12/2019	2:08:33 PM	2:54:08 PM	0:45:35	5:10:48 PM	37125 PALO COLORADO RD
191124-CFA01669	Emergent	11/24/2019	3:59:43 PM	4:05:19 PM	0:05:36	4:43:46 PM	35600 HWY 1
Subtotal		3	Average Response Time		0:25:32	MID COAST FIRE	

MONTEREY

INCIDENT							
191204-CFA01726	Emergent	12/4/2019	3:52:18 AM	3:59:16 AM	0:06:58	4:45:51 AM	23795 HOLMAN HWY
191204-CFA01728	Emergent	12/4/2019	10:40:59 AM	10:49:03 AM	0:08:04	11:00:08 AM	200 IRIS CANYON RD
191210-CFA01759	Emergent	12/10/2019	2:10:29 PM	2:14:13 PM	0:03:44	2:46:32 PM	576 HARTNELL ST
Subtotal		3	Average Response Time		0:06:15	MONTEREY	

PACIFIC GROVE

INCIDENT							
191214-CFA01779	Emergent	12/14/2019	12:32:06 PM	12:33:42 PM	0:01:36	12:49:15 PM	651 SINEX AVE
191212-CFA01769	Emergent	12/12/2019	10:10:05 AM	10:20:56 AM	0:10:51	10:31:11 AM	506 11TH ST
191203-CFA01723	Emergent	12/3/2019	2:58:16 PM	3:33:47 PM	0:35:31	3:45:12 PM	58 COUNTRY CLUB GATE
191214-CFA01780	Emergent	12/14/2019	12:54:07 PM	12:54:34 PM	0:00:27	12:56:38 PM	OCEAN VIEW BLVD / BEACH ST
Subtotal		4	Average Response Time		0:12:06	PACIFIC GROVE	

PEBBLE BEACH

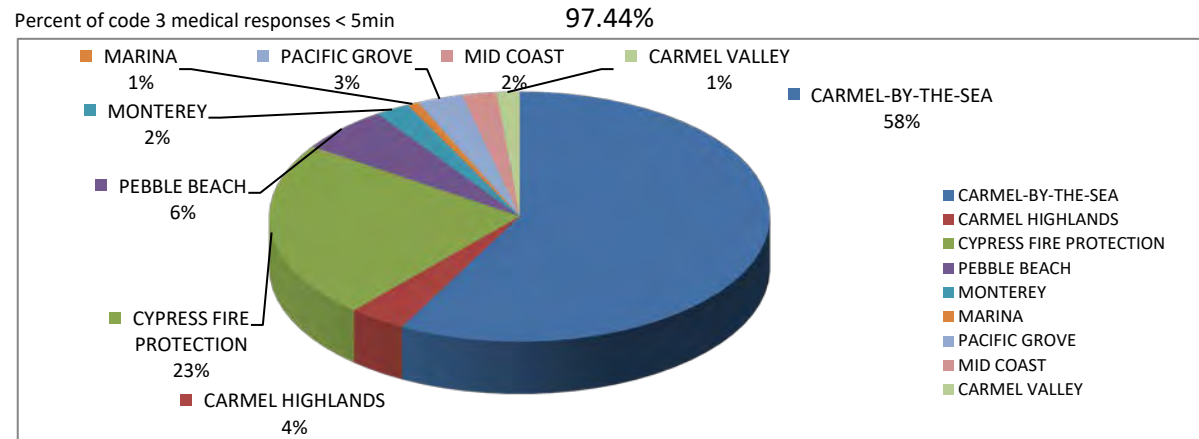
INCIDENT							
191204-CFA01730	Emergent	12/4/2019	11:37:19 PM	11:44:22 PM	0:07:03	12:24:45 AM	3208 PALMERO WAY
191206-CFA01738	Emergent	12/6/2019	3:07:03 AM	3:16:30 AM	0:09:27	3:58:06 AM	3348 ONDULADO RD
191211-CFA01768	Emergent	12/11/2019	7:09:00 PM	7:10:56 PM	0:01:56	7:39:15 PM	MONTE VERDE ST / 10TH AVE
191217-CFA01790	Emergent	12/17/2019	10:52:17 PM	11:04:36 PM	0:12:19	11:52:52 PM	1006 RODEO RD
191219-CFA01793	Emergent	12/19/2019	10:17:01 AM	10:28:20 AM	0:11:19	11:09:00 AM	3092 VALDEZ RD
191220-CFA01799	Emergent	12/20/2019	11:49:10 PM	11:57:49 PM	0:08:39	12:15:47 AM	1500 CYPRESS DR
191224-CFA01816	Emergent	12/24/2019	3:44:20 PM	3:51:24 PM	0:07:04	4:10:47 PM	1535 PALMERO WAY
191229-CFA01842	Emergent	12/29/2019	3:52:43 PM	3:56:02 PM	0:03:19	3:57:35 PM	DEL CIERVO RD / CRESPI LN

Subtotal	8	Average Response Time	0:07:43	ATTACHED BEACH
CARMEL VALLEY				
INCIDENT				
191228-CFA01836	Emergent	12/28/2019	2:07:17 PM	2:13:39 PM
			0:06:22	2:28:00 PM
				104 MID VALLEY SHOPPING CE
191228-CFA01835	Emergent	12/28/2019	1:21:49 PM	1:31:36 PM
			0:09:47	1:55:21 PM
				9500 CENTER ST
Subtotal	2	Average Response Time	0:08:05	CARMEL VALLEY
TOTAL ALL CALLS				
	135	ALL AVERAGE RESPONSE TIME	0:05:03	

CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT DECEMBER 2019

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	78	0:02:59
CARMEL HIGHLANDS	5	0:09:02
CYPRESS FIRE PROTECTION	31	0:06:01
PEBBLE BEACH	8	0:07:43
MONTEREY	3	0:06:15
MARINA	1	0:09:16
PACIFIC GROVE	4	0:12:06
MID COAST	3	0:25:32
CARMEL VALLEY	2	0:08:05
Total Responses	135	0:05:03





RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 12/1/2019 To: 12/31/2019



INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
311	Medical assist, assist EMS crew				
19-0008538	12/1/2019	21:55:42	21:59:16	0:03:34	2ND JUNIPERO
19-0008549	12/2/2019	9:59:49	10:02:01	0:02:12	6TH MISSION
19-0008553	12/2/2019	10:51:45	10:54:06	0:02:21	JUNIPERO 4TH
19-0008563	12/2/2019	15:23:16	15:25:55	0:02:39	VIZCAINO FLANDERS
19-0008597	12/3/2019	21:02:17	21:05:20	0:03:03	DOLORES 4TH
19-0008766	12/11/2019	13:54:49	13:56:48	0:01:59	SANTA FE OCEAN
19-0008775	12/11/2019	19:09:00	19:12:38	0:03:38	MONTE VERDE 10TH
19-0008819	12/13/2019	17:14:57	17:17:52	0:02:55	MISSION 4TH
19-0008826	12/13/2019	18:32:12	18:34:59	0:02:47	DOLORES 2ND
19-0008856	12/14/2019	21:35:13	21:38:11	0:02:58	LINCOLN 7TH
19-0008876	12/15/2019	20:20:17	20:25:10	0:04:53	2ND MISSION
19-0008937	12/17/2019	21:01:48	21:05:09	0:03:21	DOLORES 13TH
19-0009007	12/20/2019	8:19:59	8:23:06	0:03:07	SAN CARLOS 8TH
19-0009096	12/23/2019	14:16:29	14:19:48	0:03:19	SCENIC SANTA LUCIA
19-0009189	12/27/2019	14:30:39	14:32:57	0:02:18	SAN CARLOS 7TH
19-0009197	12/27/2019	21:22:24	21:24:52	0:02:28	OCEAN LINCOLN
19-0009235	12/30/2019	8:17:14	8:20:44	0:03:30	SAN ANTONIO 8TH
19-0009268	12/31/2019	13:08:06	13:12:39	0:04:33	SANTA FE 6TH
19-0009273	12/31/2019	17:12:32	17:15:53	0:03:21	SAN CARLOS SANTA LUCIA
19-0009280	12/31/2019	22:27:28	22:29:52	0:02:24	6TH JUNIPERO
Subtotal	20	Average Response Time		0:03:04	
321	EMS call, excluding vehicle accident with injury				
19-0008633	12/5/2019	6:34:15	6:37:40	0:03:25	5TH JUNIPERO
19-0008637	12/5/2019	9:32:10	9:35:28	0:03:18	1ST SANTA RITA

19-0008683	12/7/2019	13:51:13	13:53:39	0:02:26	8TH	CAMINO REAL
19-0008685	12/7/2019	15:05:25	15:07:17	0:01:52	SAN CARLOS	OCEAN
19-0008688	12/7/2019	16:00:04	16:01:48	0:01:44	MISSION	OCEAN
19-0008694	12/7/2019	19:24:27	19:26:58	0:02:31	5TH	JUNIPERO
19-0008759	12/11/2019	9:29:40	9:32:35	0:02:55	4TH	SAN ANTONIO
19-0008768	12/11/2019	14:00:12	14:09:14	0:09:02	* 7TH	LINCOLN
19-0008812	12/13/2019	14:46:17	14:48:32	0:02:15	OCEAN	LINCOLN
19-0008887	12/16/2019	8:09:06	8:11:35	0:02:29	5TH	CARPENTER
19-0008958	12/18/2019	11:46:12	11:48:21	0:02:09	OCEAN	LINCOLN
19-0009102	12/23/2019	18:32:19	18:35:05	0:02:46	9TH	MONTE VERDE
19-0009108	12/24/2019	7:39:58	7:43:36	0:03:38	10TH	JUNIPERO
19-0009123	12/24/2019	22:54:08	22:59:56	0:05:48	* CASANOVA	PALOU
19-0009193	12/27/2019	19:25:47	19:27:24	0:01:37	5TH	SANTA RITA
19-0009194	12/27/2019	19:59:14	20:01:53	0:02:39	MONTE VERDE	7TH
19-0009225	12/29/2019	18:59:39	19:02:50	0:03:11	13TH	SAN CARLOS
19-0009229	12/29/2019	21:20:17	21:23:09	0:02:52	8TH	LINCOLN
19-0009257	12/30/2019	23:56:05	23:58:52	0:02:47	OCEAN	LINCOLN

Subtotal **19** **Average Response Time** **0:03:08**

323 Motor vehicle/pedestrian accident (MV Ped)

19-0009139	12/25/2019	17:35:06	17:37:04	0:01:58	OCEAN	SAN CARLOS
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Subtotal **1** **Average Response Time** **0:01:58**

440 Electrical wiring/equipment problem, Other

19-0008733	12/9/2019	18:35:55	18:39:01	0:03:06	SAN CARLOS	5TH
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Subtotal **1** **Average Response Time** **0:03:06**

521 Water evacuation

19-0008567	12/2/2019	19:20:54	19:24:03	0:03:09	DOLORES	5TH
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Subtotal **1** **Average Response Time** **0:03:09**

522 Water or steam leak

19-0008800	12/12/2019	20:24:04	20:27:41	0:03:37	JUNIPERO	8TH
19-0008905	12/16/2019	17:58:33	18:02:16	0:03:43	4TH	GUADALUPE
19-0009041	12/21/2019	12:33:01	12:41:33	0:08:32	* 3RD	LINCOLN

Subtotal **3** **Average Response Time** **0:05:17**

550	Public service assistance, Other					
19-0008661	12/6/2019	12:45:09	12:49:51	0:04:42	10TH	SAN CARLOS
19-0008957	12/18/2019	10:56:57	11:01:06	0:04:09	JUNIPERO	10TH
Subtotal	2	Average Response Time		0:04:25		
553	Public service					
19-0008522	12/1/2019	9:18:19	9:20:21	0:02:02	SCENIC	8TH
19-0008535	12/1/2019	18:58:27	19:02:48	0:04:21	SAN ANTONIO	13TH
19-0008606	12/4/2019	9:13:42	9:17:02	0:03:20	2ND	GUADALUPE
19-0008971	12/19/2019	4:59:12	5:03:00	0:03:48	CASANOVA	OCEAN
19-0009173	12/27/2019	0:21:22	0:25:47	0:04:25	JUNIPERO	VISTA
19-0009209	12/28/2019	20:55:11	20:58:05	0:02:54	4TH	MONTE VERDE
19-0009236	12/30/2019	8:41:12	8:44:36	0:03:24	LOBOS	3RD
19-0009239	12/30/2019	10:49:27	10:52:39	0:03:12	GUADALUPE	6TH
Subtotal	8	Average Response Time		0:03:26		
554	Assist invalid					
19-0008650	12/5/2019	22:15:12	22:18:47	0:03:35	7TH	LINCOLN
19-0008680	12/7/2019	6:15:56	6:21:15	0:05:19	* 8TH	CAMINO REAL
19-0008690	12/7/2019	16:51:43	16:54:40	0:02:57	5TH	SANTA FE
19-0009221	12/29/2019	15:28:23	15:31:26	0:03:03	SAN CARLOS	SANTA LUCIA
Subtotal	4	Average Response Time		0:03:43		
622	No Incident found on arrival at dispatch address					
19-0008634	12/5/2019	7:03:33	7:07:12	0:03:39	5TH	SANTA FE
19-0008706	12/8/2019	9:32:04	9:34:52	0:02:48	JUNIPERO	10TH
Subtotal	2	Average Response Time		0:03:14		
730	System malfunction, Other					
19-0008867	12/15/2019	12:49:10	12:52:10	0:03:00	CASANOVA	OCEAN
19-0009131	12/25/2019	12:43:12	12:44:59	0:01:47	4TH	JUNIPERO
Subtotal	2	Average Response Time		0:02:24		

733	Smoke detector activation due to malfunction					
19-0008546	12/2/2019	8:28:19	8:30:15	0:01:56	OCEAN	DOLORES
19-0008568	12/2/2019	19:31:14	19:34:58	0:03:44	SAN CARLOS	5TH
19-0008891	12/16/2019	9:29:36	9:34:49	0:05:13 *	LOBOS	VALLEY
19-0008901	12/16/2019	16:34:46	16:37:16	0:02:30	JUNIPERO	5TH
19-0008959	12/18/2019	12:34:21	12:38:13	0:03:52	CAMINO REAL	11TH
Subtotal	5	Average Response Time		0:03:27		
735	Alarm system sounded due to malfunction					
19-0008519	12/1/2019	1:39:36	1:43:39	0:04:03	10TH	MISSION
19-0009163	12/26/2019	17:43:06	17:45:53	0:02:47	OCEAN	SAN CARLOS
Subtotal	2	Average Response Time		0:03:25		
736	CO detector activation due to malfunction					
19-0009187	12/27/2019	14:08:53	14:13:35	0:04:42	LINCOLN	8TH
Subtotal	1	Average Response Time		0:04:42		
740	Smoke detector activation, no fire- unintentional					
19-0009060	12/22/2019	6:03:24	6:06:49	0:03:25	CASANOVA	OCEAN
Subtotal	1	Average Response Time		0:03:25		
743	Smoke detector activation, no fire- unintentional					
19-0008728	12/9/2019	15:12:28	15:17:13	0:04:45	MONTE VERDE	7TH
19-0009022	12/20/2019	17:41:15	17:44:15	0:03:00	CARMELO	OCEAN
19-0009051	12/21/2019	19:09:48	19:13:50	0:04:02	CAMINO REAL	11TH
19-0009065	12/22/2019	11:08:35	11:09:10	0:00:35	4TH	CAMINO REAL
19-0009164	12/26/2019	18:29:03	18:32:07	0:03:04	9TH	SAN ANTONIO
19-0009177	12/27/2019	4:03:19	4:08:08	0:04:49	CARPENTER	3RD
19-0009202	12/28/2019	16:00:09	16:03:31	0:03:22	11TH	LINCOLN
Subtotal	7	Average Response Time		0:03:22		
744	Detector activation, no fire - unintentional					
19-0008630	12/4/2019	19:55:20	19:57:26	0:02:06	5TH	SAN CARLOS
19-0008631	12/5/2019	0:13:06	0:16:17	0:03:11	5TH	SAN CARLOS

19-0008880	12/15/2019	23:10:14	23:15:08	0:04:54	LOBOS	VALLEY
19-0009013	12/20/2019	11:13:54	11:16:29	0:02:35	5TH	MISSION
Subtotal	4	Average Response Time		0:03:12		

7451	Medical Alarm Device Activation, no medical					
19-0008739	12/10/2019	2:58:46	3:02:26	0:03:40	SAN CARLOS	4TH
19-0008747	12/10/2019	10:34:27	10:36:16	0:01:49	SAN CARLOS	4TH
Subtotal	2	Average Response Time		0:02:45		

813	Wind storm, tornado/hurricane assesment					
19-0009144	12/25/2019	22:00:34	22:03:29	0:02:55	8TH	JUNIPERO
Subtotal	1	Average Response Time		0:02:55		

* Over 5 minute responses:

19-0008680	Code 2 response
19-0008768	Code 3 response from St 11
19-0008891	Code 2 response
19-0009041	Code 2 response from St 11
19-0009123	Code 3, rainy weather conditions

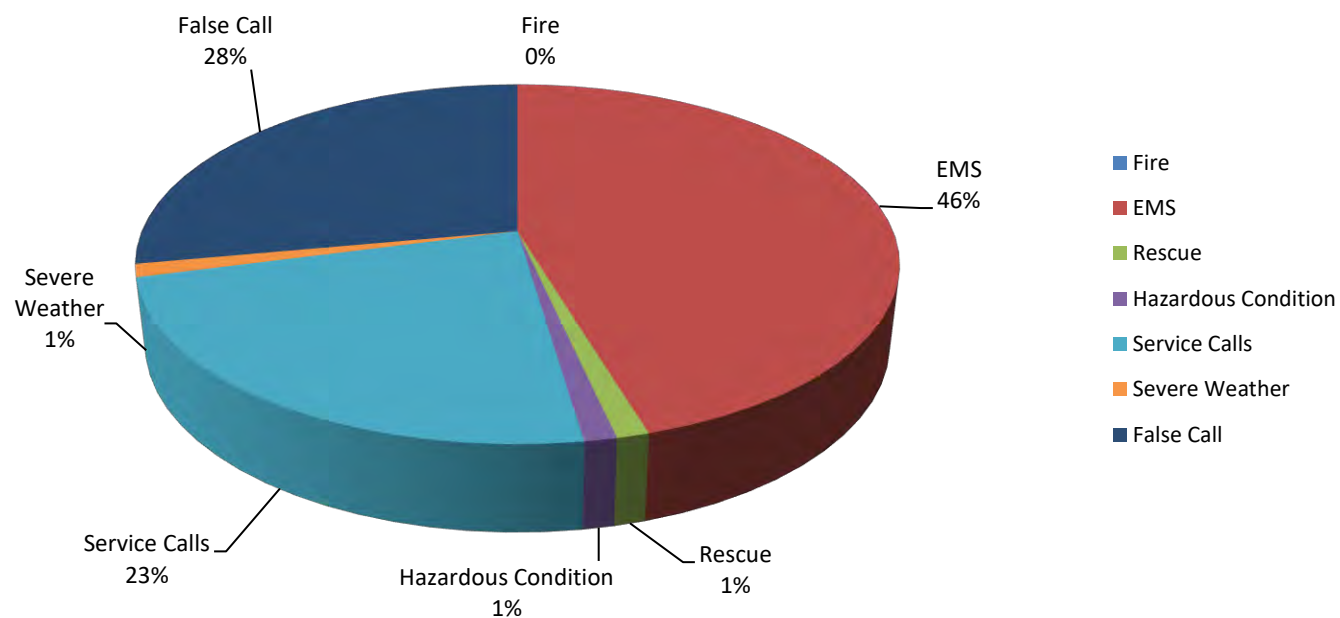


CARMEL-BY-THE-SEA DECEMBER 2019 Response Summary Report by Incident Type



Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	39	3:06
Rescue	1	1:58
Hazardous Condition	1	3:06
Service Calls	20	3:50
Severe Weather	1	2:55
False Call	24	3:17

Total Responses	86	2:55
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Total Code 3 Calls:	66
Response Times for Code 3 Calls ≤ 5 minutes:	97%

PRA LOG
DECEMBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-189	12/2/2019	12/12/2019	12/17/2019		1/2/2020	no contact information provided	copies of packets provided to the Planning Commission for consideration of DS 14-40 & DS 15-294; Public Hearings 7-9-14 & 8-13-14; copies of signed affidavits of noticing documents DS 14-40 & DS 15-294; Project File DS 14-40 & DS 15-294 (if different); including all permits & finals; Parcel Map Lot 11 Block 18; URL of public hearing of DS 15-294	unable to contact requesting party; determination letter created 12/3/19 and placed in City Clerk's Office to be provided upon the requestor's return to City Hall; requesting party came to CH 12/19 and requested copies of all paper records and requested the electronic records be placed on a disc. Party was told the copies would be available by 2:00 p.m. December 20, 2019.
2019-190	12/5/2019	12/16/2019	The requesting party was told the DVD's should be available 12/10/19 and it was out of my control as I would need to work with IT. After requesting party left City Hall I learned from IT we cannot download the meetings and would need assistance from Granicus.		1/3/2020	no contact information provided	PC Hearing 7-9-14 and 8-13-14 DVD's	unable to download meetings from City website; ticket with Granicus opened 12/5/19 11:07 a.m./unable to contact requesting party; letter created 12/5/19 and placed in City Clerk's Office to be provided upon the requestor's return to City Hall; we will provide the DVD's when Granicus has made those meetings dates available for download;spoke with requesting party 1/2/20 when she lcked up other records and informed her links provided by Granicus on 1/2/20 did not work and stated I am waiting for new links in order to download the meetings, I informed her the discs would be created as soon as working links are received
2019-191	12/5/2019	12/16/2019			12/9/2019	no contact information provided	Inspection Record Card 010016005000	record placed on cabinet on 12/9/19 for pickup
2019-192	12/5/2019	12/16/2019			12/9/2019	William Brown	I am requesting a copy of the postage equipment lease for the mailing equipment used at your facility. I believe it is Pitney Bowes equipment, and the lease agreement would be with Pitney Bowes Global Financial.If your equipment was purchased, please send a copy of the purchase agreement for the owned equipment.	

PRA LOG
DECEMBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-193	12/17/2019	12/27/2019			1/9/2020	no name provided	1. All licenses issued to a business identified as the Wayfarer Inn (possibly known as the Carmel Wayfarer Inn or Hotel Carmel Wayfarer Inn); 2. All licenses issued to a person identified as Mike Patel; 3. All licenses issued to a business located at the corner of 4th Avenue and Mission Street; 4. All permits, including use or conditional use permits, issued to a business identified as the Wayfarer Inn (possibly known as the Carmel Wayfarer Inn or Hotel Carmel Wayfarer Inn); and 5. All permits, including use or conditional use permits, issued to Mike Patel	12/26/19 sent email w/record available and requested direction for the hard copy records; 1/2/20 sent another email; no hard copies wanted
2019-194	12/19/2019	12/30/2019		picked up records	1/2/2020	no contact information provided	inspection records for Lobos 5 NW of 2nd	requesting party verbally told public record exists and will be available January 7, 2020; picked up records January 2, 2020
2019-195	12/20/2019	12/30/2019			12/20/2019	Jane Haines	public records request for a copy of the City Manager employment agreement currently in effect	
2019-196	12/23/2019	1/3/2019			12/30/2019	Paterson	Electronic copy of City's "Tribute Trees," including the following information: date, number, "in honor of..." location, type of tree.	
2019-197	12/23/2019	1/3/2019			1/16/2020	Dale Ellis/Lombardo Law	I request to view all planning and building files related to the development of APN 010-016-005-000 (Perry), property known as Lobos 5 NW of 2 nd . I do not need copies at this time. Please let me know when the files are ready and I will come to your office to review.	sent email- records expected to be available for review January 15, 2020
2019-198	12/27/2019	1/6/2020			1/3/2020	Law office of Jane E. Bednar	All documents, reports, field notes, photographs, video recordings, audio recordings, correspondence, logs, memoranda, or other records relating to: Inspection of Las Ardillas, Delores St. 2 SW of Second Ave. - Arlene Haskell Owner; inspection of the above mentioned premises by Bo Grunde, Code Compliance Coordinator, on or about November 6-19, 2019	exempt from disclosure pursuant to GC 6254(f)
2019-199	12/27/2019	1/6/2020			1/6/2020	Kelly A. Mills/Cochran Investment Company, Inc.	most recent unclaimed/uncashed checks list	

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2019-0001	12/1/2019				Kristina May -2nd req from 11-17	415-971-9949	CG1900425-supp	completed	mailed 11/29
2019-0002	12/2/2019		12/12/2019	mw 12/02	California Amercan Water	646-3216	CA1900025	faxed	mw 12/02/19
2019-0003	12/2/2019		12/12	mw 12/02	California Amercan Water	646-3216	CA1800671	faxed	mw 12/02/19
2019-0004	12/2/2019		12-Dec	mw 12/02	California Amercan Water	646-3216	CA1900585	faxed	mw 12/02/19
2019-0005	12/3/2019			12/5 da	Emily Minniear	521-4717	CG1900546	denied	denial letter mailed
2019-0006	12/6/2019	12/16/2019		12/6 DA	LexisNexis	800-934-9698	CA1900704	Completed	mailed by DA
2019-0008	12/11/2019	12/21/2019		11-Dec	Irene Desmond Long	951-751-4158	CG1900748	Completed	ok'd by 4A2, hand delivered to requestor
2019-0009	12/11/2019	12/21/2019		12/12/2019	LexisNexis	800-934-9698	CA1900604/photos only	MAILED 12/12/19	12/12/2019 SB
2019-0010	12/12/2019	12/22/2019		12-Dec	LexisNexis	800-934-9698	CA1900717	MAILED 12/12/19	12/12/2019 SB
2019-0011	12/10/2019	12/20/2019		14-Dec	Millie	831-236-3648	Ambulance Report	Completed	mailed by DA
2019-0012	12/16/2019	12/26/2019		MW 12/16	METROPOLITAN REPORTING		CA1900548	completed	MAILED BY MW
2019-0013	12/17/2019	12/27/2019		12-19-19 DA	Pamela Campione		CCG1900752	completed	awaiting released at front counter
2019-0014	12/22/2019	1/1/2020		12/22/2019	Sandra Christiaan	plus31 - 6 - 150006 - 49	CFS 12/22/2019 - 0012	completed	released at front counter
2019-0015	12/26/2019	1/5/2020		SB 12/26	DIANNE DOYLE	625-9658	CA1900776	completed	released at front counter
2019-0016	12/29/2019	1/8/2019		12/30 MW	Thomas Ferry	484-368-9189	CG1900786	completed	released at front counter
2019-0017	12/30/2019			12/30 mw	METROPOLITAN REPORTING	800-245-6686	CA1900776	completed	mailed
2019-0018	12/31/2019			12/31/19 mw	Matthew Anderson	480-221-6506	CC1900822	completed	mailed
2019-0019	12/31/2019	1/10/2020			Complex Legal Services	888-531-2922	Duncan Sagan		Still in process



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – December 2019

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	January 21, 2020
APPROVED BY:	Chip Rerig, City Administrator

Forest and Beach Commission Meeting of December 12:

- Welcomed new City Forester, Sara Davis, and Tree Care Specialist Giuliano Picciuto.
- Coastal Ecologist Nikki Nedeff gave an exceptional presentation about the characteristics, history, sensitive species, habitats, and challenges in the Mission Trail Nature Preserve.
- Reviewed storm recovery priorities relative to forest, beach, and park assets. Will continue to eliminate safety hazards first (i.e. hanging limbs), and then recover high use areas (i.e. beach).
- Introduced to an upcoming volunteer project to upgrade Lester Rowntree Native Plant Garden.

PW Administration

- Welcomed new baby Mia Evelyn Tope, daughter of Sr. Maintenance Worker Mike and Becca!
- The Public Works Garage was cleaned up, including stocking of materials, removal of broken old furniture, freeing up additional parking spaces, and cleaning out work trucks.

Environmental Programs

- The Climate Action Committee meeting of December 10th included adopting a mission statement and hearing an AMBAG presentation regarding greenhouse gas emissions.
- A study revealed that Carmel reduced our recycling contamination rate from 22% to 16% over the past two years.
- Coordinated w/PG&E to replace 3 low pressure sodium lamps with energy-efficient LED street lights of varying brightness. Set up an online survey to solicit public feedback for preferences.
- Bidding documents were released for removing invasive weeds over a one-acre site in MTNP.
- A draft annual, progress report for the North Dunes Habitat Restoration area was submitted for the City's review.

Facility Maintenance

- Supported Community Activities by installing holiday decorations and lights around Devendorf Park and providing logistics for lighting the Christmas tree and Hanukkah Menorah.
- Relocated file cabinets and furniture for the Planning & Building Department, and removed shelves in a Del Rey Oaks storage unit for the City Clerk.
- Painted handrails in front of the Harrison Memorial Library.
- Finished upgrading restrooms at Park Branch Library to be ADA-compliant.

Public Works Department Report – December 2019

Forestry, Parks and Beach

- See attached Forester's Reports for December 2019 and summarized below:
- City trees: 5 dead/hazardous trees were removed, and 2 trees were planted.
- Private trees: 8 dead/hazardous trees were removed, and 11 private trees were planted.
- Total City tree removals in 2019 was 132 vs. 145 in 2018
- Total City tree plantings in 2019 was 59 vs. 62 in 2018
- Private tree removals in 2019 was 170 vs. 76 in 2018
- Private tree plantings in 2019 was 116 vs. 20 in 2018
- Tended to numerous loose limb and branch pruning across the City.
- Installed a NOAA national weather service rain gauge at the Yard for unofficial storm totals.
- Town and Country's landscape maintenance contract for 31 sites expired at the end of November. Fortunately, they agreed to continue the contract at the same monthly fee through June 30, 2020, pending City Council approval of a contract Amendment.

Project Management

- Completed testing and training for the Police security cameras at six locations.
- Attended a preconstruction meeting, coordinated special conditions of approval, bonds, insurance requirements, and schedule with PG&E regarding two new gas pipelines to be installed on Monte Verde and Casanova, both between Ocean and Eighth Avenues.
- Two bid protests were received and resolved for the Harrison Memorial Library Meeting Room Project. Construction contract award scheduled for January Council meeting.
- Two bids were received for the Scout House Roof Replacement Project. Award in February.
- The Sunset Center Boiler Replacement Project was re-advertised for construction bids.

Street Maintenance

- Purchased, received, and decaled the Community Activities Ford Transit T-150 van.
- Placed over 7 tons of hot mix asphalt to raise and repair berms to eliminate or minimize storm drainage onto private property.
- Minor storms hit the City in December, followed by tree debris removal, storm drain catch basin clean outs, street sweeping, and inspecting trees for hanging limbs.
- Coordinated the installation of a new memorial bench on Scenic Pathway.
- 90% plans were submitted for the FY 2019/20 City-wide paving project for review. This project includes a new pavement rehabilitation treatment, micro-surfacing, for the first time in Carmel. This project also includes a bike route along San Carlos Street, from Thirteenth to Eighth Avenues, and up to three median islands along San Carlos for which several alternative landscaping concepts are being developed.
- Following a condition assessment of all underground storm drain pipes and culverts, the Storm Drain Master Plan project progressed as the consultant developed a hydraulic model of the entire storm drain system network.



CITY OF CARMEL-BY-THE-SEA

Forest and Beach Commission Staff Report

January 9, 2020

TO: Forest and Beach Commissioners

FROM: Sara Davis, City Forester

SUBJECT: Forester's Report

Forester's Report

These are the highlights of December and new or ongoing work for 2020.

Notable tree failures - There were three failures that were addressed in December.

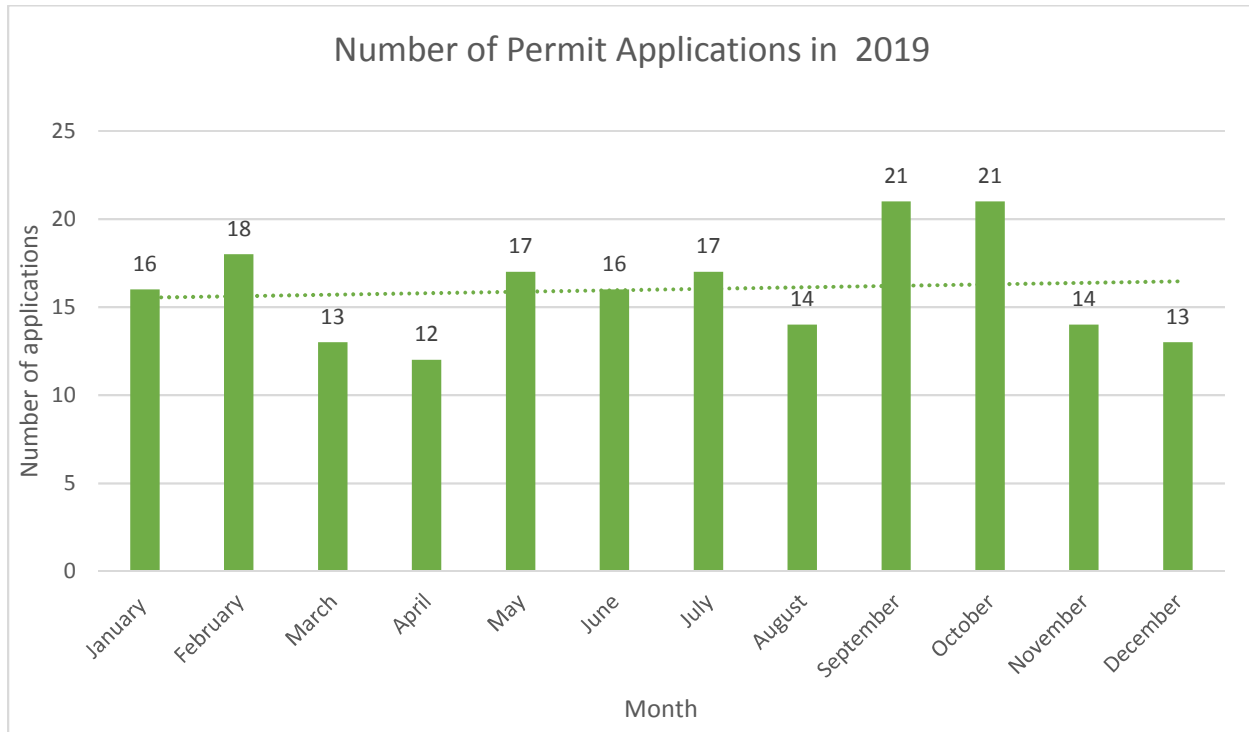
- One stem of a two stem oak in the City median failed into Junipero. The debris has been removed. Due to extensive basal decay the second stem will need to be removed. The removal will require the temporary closer of both sides of Junipero.
- An oak at 4th and Monte Verde fell from what appears to be a compromised root system.
- A large limb from a pine at Junipero and Vista fell into a back yard. This tree is in the area of both primary and secondary transmission lines and has been heavily pruned. PG&E will conduct a safety prune in advance of the trees removal

New and ongoing work -

- The crew has been clearing vegetation from the roofs of City facilities and doing proactive tree maintenance.
- The crew will be doing work in the area of 2nd and Santa Fe. This work will include the removal of dead right of way trees and clearing visibility for stop signs.
- In the area of Ocean and Carpenter, the crew will be pruning for street and sidewalk clearance, clearing traffic signs, and removing dead trees and invasive plants. Once the clean-up is done the area will be evaluated for future tree planting and other plantings.
- The area at 9th between Junipero and Mission will be generally cleaned up. The crew will be removing poison ivy and invasive plants, pruning trees for dead wood and structure, and evaluating the area for future plantings.
- New medians on San Carlos are in design.
- Plantings in new downtown spaces is ongoing.

Permits –

There were 192 permit applications submitted.



General observations –

- Residents are concerned about large pines causing damage to their properties.
- Many oaks are developing basal decay.
- Residents are asking for inspections prior to applying for permits.

December 2019

	December	YTD	2018		December	YTD	2018
City Trees Removed (upper/lower)	5(3/2)	132(106/26)	145	City Trees Planted (upper/lower)	2(1/1)	59(46/13)	62
3 upper and 2 lower				1 upper and 1 lower			

r - replacement of tree under care

Private Removal Permits (upper/lower)	8(5/3)	170(107/63)	76	Private Planting Requirements	11(5/6)	116)53/63)	20
19-131: 1 oak (l)				19-131: 2 lower			
19-182: 1 oak (l)				19-182: 1 upper			
19-168: 1 pine (u)				19-168: 1 upper			
19-177: 2 oaks (u) 1 pine(l)				19-177: 3 upper or lower			
19-185: 1 pine(u)				19-185: 2 lower and 1 upper			
19-064: 1 oak (l)				19-064: 1 lower			

Construction Permits (remove/prune)	0	21(12/9)	15	Construction Planting Requirements	0 (0/0)	21(11/10)	7
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Private Pruning Permits (upper/lower)	0	28(17/12)	16	Trees Under Care
				FOCF trees planted 108
				City watered 158
				City irrigated 40



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

**February 4, 2020
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Approve the check register for December 2019.

RECOMMENDATION:

Approve the check register for December 2019.

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 December.

FISCAL IMPACT:

The check register summary for December 2019 totals \$909,519.

PRIOR CITY COUNCIL ACTION:

Council ratified the November 2019 check register at its December 3 regular meeting.

ATTACHMENTS:

December 2019 check register

December 2019 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
44261	Monterey County Convention & Visitors Bureau	Sep-Oct 2019 TID Remittance	12/12/2019	57,600.18
44268	Visit Carmel	Sep-Oct 2019 CHID Remittance	12/12/2019	125,303.32
Total for Department: 000 Marketing & Economic Development				182,903.50
Department: 110 City Council				
44238	Peninsula Messenger Service	Mail service: Sort and delivery	12/05/2019	5,772.00
44244	The Salvation Army Monterey Pen Corps	Poinsettia's for City facilities	12/05/2019	100.00
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	233.72
44320	RJA Management Services	Professional consulting services Council and City Administr	12/19/2019	10,769.90
44361	US Bank	Board/Commission plaques	12/23/2019	325.98
Total for Department: 110 City Council				17,201.60
Department: 111 City Administration				
44216	AT&T	Telephone service citywide	12/05/2019	2,938.72
44217	AT&T	Long distance telephone service	12/05/2019	35.61
44222	Code Publishing Company	Updates to Muni Code:Web and Paper	12/05/2019	375.00
44223	Comcast	Business cable service-City Hall	12/05/2019	68.54
44224	Corbin Willits System	MOM software support	12/05/2019	720.79
44245	T-Mobile	Monthly cell usage	12/05/2019	1,552.89
44246	US Bank	IT subscriptions & equipment purchases/Google storage	12/05/2019	667.15
44248	Alhambra	Water service: City Hall	12/12/2019	132.32
44251	Carmel Pine Cone	Legal noticing	12/12/2019	425.00
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	875.48
44257	ETS Efficient	Hardware and software support: term 12/1/19 to 11/30/20	12/12/2019	6,150.60
44258	Hinderliter, De Llamas & Associates	Sales tax review and Audit	12/12/2019	2,140.30
44264	Pitney Bowes Global Fin S	Postage meter lease	12/12/2019	673.83
44265	Revenue & Cost Specialists LLC	Cost of services study Project 3918	12/12/2019	4,000.00
44266	Sprint	Cell service, usage and purchases	12/12/2019	335.79
44270	Zoom Imaging Solutions, Imc.	Admin copier usage	12/12/2019	295.53
44286	Britt Avrit	Reimbursement: conference and travel expenses	12/19/2019	436.59
44289	Carmel Pine Cone	Legal noticing	12/19/2019	458.00
44294	Comcast	Cal Net NonNGEN	12/19/2019	1,508.60
44307	Lauren Ryan	Pies for City holiday lunch	12/19/2019	300.00
44321	Ryan Ranch Printers	Printing services: 1 ream letterhead	12/19/2019	148.14
44328	Strategic Insights Inc	License renewal/Upgrade:Plan-it Capital planning software	12/19/2019	999.00
44331	Toshiba Financial Service	Copier contract Admin ESTUDIO 5506ACT	12/19/2019	371.54

44361	US Bank	Holiday lunch supplies	12/23/2019	58.15
44366	Accela, Inc	Electronic timesheet and bank reconciliation support	12/31/2019	937.50
44371	Carmel Pine Cone	Legal noticing	12/31/2019	1,344.00
44375	Comcast	CalNet-NonCGen recurring charges	12/31/2019	631.35
44376	Corbin Willits System	MOM software support	12/31/2019	720.79
44377	CSAC Excess Insurance Authority	January - March Employee Assistance Program	12/31/2019	576.30
44379	Digital Deployment	Comprehensive IT Service Program-Monthly fee	12/31/2019	700.00
44380	FedEx	Mailing of POA settlement checks to non-current employees	12/31/2019	224.23
44382	Hinderliter, De Llamas & Associates	Sales tax audit and review	12/31/2019	300.00
44383	Iron Mountain	Data storage fees	12/31/2019	170.55
44387	Layer 1 Networks Inc	Tech labor and parts: Flanders Mansion 10/17 & 10/21/19	12/31/2019	1,519.92
44389	Office Depot, Inc.	Office supplies	12/31/2019	258.24
44391	Renne Public Law Group	Professional services	12/31/2019	4,423.00
44394	SESAC -	Sunset Center music performance license	12/31/2019	460.00
44395	Sloan Sakai Yeong & Wong	Professional services	12/31/2019	4,947.39
44396	T-Mobile	Monthly cell usage	12/31/2019	1,600.88
44399	Universal Staffing Inc	Contract services for temp office help	12/31/2019	2,082.50
44400	US Bank	HR meetings, refreshments, trainings, subscription	12/31/2019	614.21
44401	Verizon Wireless	Usage: voice, messaging, data	12/31/2019	119.20

Total for Department: 111 City Administration	47,297.63
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Department: 112 City Attorney

44228	Kennedy, Archer & Giffen	September legal services	12/05/2019	28,417.50
44249	Best Best & Krieger, Attorney At Law	Professional services: wireless ordinance	12/12/2019	1,614.00
44364	Burke,Williams & Sorensen, LLP	October legal services	12/23/2019	28,898.00
44365	Kennedy, Archer & Giffen	October legal services	12/23/2019	7,282.50

Total for Department: 112 City Attorney	66,212.00
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Department: 115 Community Planning & Building

44221	Coastal TPA, Inc	Dental and vision reimbursement claims	12/05/2019	266.40
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	103.95
44253	Copies By-The-Sea	December PC: Invoice #1030	12/12/2019	240.82
44256	Engineered Fire Systems	November 2019 plan reviews	12/12/2019	350.00
44259	IWORQ	Purchase of one portal. Invoice #191971	12/12/2019	1,200.00
44260	Jermel Laurie	Reimbursement: ICC certification exam fee	12/12/2019	139.00
44262	Office Depot, Inc.	Office supplies	12/12/2019	181.11
44290	Carmel Towing & Garage	November 2019 fuel	12/19/2019	35.36
44295	De Lage Landen Financial	Front Copier - Invoice #66040036	12/19/2019	211.25
44334	US Bank	League of CA Cities: Legislative briefing webinar	12/19/2019	25.00

44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	10.00
44384	Jermel Laurie	Reimbursement: International Plumbing Code manual	12/31/2019	71.88
Total for Department: 115 Community Planning & Bu				2,834.77

Department: 116 Police

44218	California Department Of Justice	October 2019, fingerprint apps - inv# 414029	12/05/2019	32.00
44221	Coastal TPA, Inc	Dental and vision reimbursement claims	12/05/2019	242.01
44227	Jacob Clifford	Reimbursement: CNOA training meals	12/05/2019	276.00
44230	Lexipol LLC	Law Enforcement Policy manual subscription update	12/05/2019	10,653.00
44231	Luke Powell	Reimbursement: SWAT team leader traing meals	12/05/2019	40.00
44232	Mission Trail Lions of Carmel	Annual membership fee: P. Tomasi / L. Powell	12/05/2019	220.00
44233	Monterey Auto Supply Inc/Napa Auto Parts	Parts - inv# 686831	12/05/2019	167.45
44237	PCS Mobile	Mobility install - inv# INV-0000060396	12/05/2019	365.25
44239	Ryan Ranch Printers	72 hr detention forms - inv# 21340	12/05/2019	210.52
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	2,703.48
44263	Pacific Gas & Electric	PD Security Cameras electricity- inv# 46579635973	12/12/2019	170.21
44293	Coastal TPA, Inc	Dental and vision reimbursement claims	12/19/2019	296.36
44308	Lisa Johnson	Reimburse: Seniors Helping Seniors gift certificates	12/19/2019	120.00
44317	Petty Cash	Petty cash reimbursement: postage, supplies, batteries	12/19/2019	29.87
44337	Alhambra	PD, water service	12/23/2019	177.81
44339	Armorer Link	ArmorerLink Firearm Annual Subscription - inv# 1804166	12/23/2019	4,092.65
44340	AT&T	PD, T1 & internet	12/23/2019	82.35
44341	Axon Enterprise, Inc	Evidence licenses & storage - inv# SI-1624053	12/23/2019	15,025.50
44343	Caltronics Business Systems, Inc.	Copier meter reading	12/23/2019	196.91
44344	Carmel Towing & Garage	Battery install Ford Expedition - inv# 9570886	12/23/2019	3,956.87
44346	Comcast	Cable TV & T1	12/23/2019	205.49
44348	First Security Services	Oct 2019 beach patrol - inv# IN-0023586	12/23/2019	3,457.14
44352	Monterey Auto Supply Inc/Napa Auto Parts	Parts, inv# 787919	12/23/2019	60.86
44353	Monterey County Information Technology	Cellular network access - inv# F072019	12/23/2019	149.46
44355	Office Depot, Inc.	Office supplies	12/23/2019	121.76
44357	Rancho Car Wash	October 2019 car washes - inv# 110619PD	12/23/2019	16.13
44358	T2 Systems Canada Inc.	Digital Iris Services	12/23/2019	125.00
44359	Transunion Risk & Alterna	Investigative searches	12/23/2019	61.50
44360	Universal Staffing Inc	Contract services for temp office help	12/23/2019	290.06
44361	US Bank	Supplies, fuel, training expenses, reference materials	12/23/2019	2,987.82
44362	Verizon Wireless	Air cards - inv# 9841857971	12/23/2019	304.10
44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	497.39
Total for Department: 116 Police				47,334.95

Department: 117 Fire

44219	Caltronics Business Systems, Inc.	Copier meter reading: inv# 2888957	12/05/2019	66.61
44234	Monterey County Information Technology	Cellular network access, inv# F092019	12/05/2019	1,195.68

44292	City Of Monterey	FY 19 Fire services true up	12/19/2019	49,741.00
44337	Alhambra	Water service	12/23/2019	141.20
44344	Carmel Towing & Garage	Oct fuel - inv# FD110119	12/23/2019	1,264.54
44345	City Of Monterey	October 2019 repairs - inv# 86207	12/23/2019	3,187.52
44345	City Of Monterey	Fire Admin Services	12/23/2019	207,770.00
44351	Mission Linen Service	Linen maintenance - inv# 511175621	12/23/2019	444.03
44354	Municipal Emergency Services	Uniforms, inv# IN1389756	12/23/2019	1,660.87

Total for Department: 117 Fire

265,471.45

Department: 118 Ambulance

44220	City Of Monterey	Ambulance overtime coverage	12/05/2019	10,679.37
44243	Stryker	Assembly-Gateway - inv# 2821443M	12/05/2019	240.98
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	328.95
44342	Bound Tree Medical LLC	Medical supplies	12/23/2019	1,803.13
44345	City of Monterey	Ambulance administration	12/23/2019	1,582.00
44345	City Of Monterey	Ambulance overtime coverage	12/23/2019	7,461.69
44347	De Lage Landen Financial	Copier lease and usage	12/23/2019	88.09
44356	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	12/23/2019	31.20
44362	Verizon Wireless	Cell phone service	12/23/2019	14.04
44363	Wittman Enterprises, LLC	Amb billing services, inv# 19100275	12/23/2019	9,278.63
44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	215.00

Total for Department: 118 Ambulance

31,723.08

Department: 119 Public Works

44241	Sentry Alarm Systems	Service call HML: 11/22/19	12/05/2019	587.50
44246	US Bank	APWA conference: travel, food, airfare, lodging	12/05/2019	1,952.50
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	1,627.28
44281	Ailing House Pest Control	Pest control: citywide all buildings and parks	12/19/2019	414.00
44282	Always Under Pressure	Service call, inv. #90959	12/19/2019	335.00
44283	American Lock & Key	Key blanks & door knob: inv #63489	12/19/2019	308.14
44288	Caltronics Business Systems, Inc.	Copier meter reading	12/19/2019	150.67
44291	Cintas Corporation	Uniform service	12/19/2019	359.31
44292	City Of Monterey	Public Works vehicle maintenance	12/19/2019	2,353.99
44293	Coastal TPA, Inc	Dental and vision reimbursement claims	12/19/2019	71.97
44295	De Lage Landen Financial	Copier lease and usage	12/19/2019	201.19
44296	Del Monte Gardens	Poison oak removal- Rio Rd. park/culvert, inv #9261	12/19/2019	1,500.00
44298	Drought Resistant Nursery	Plants and supplies for various city locations, inv #24320	12/19/2019	961.73
44299	Edges Electrical Group	Electrical supplies for Public Works projects	12/19/2019	47.23
44300	Ferguson Enterprises, Inc.	Supplies for Public Works projects	12/19/2019	4.07
44302	Granite Rock Company	Asphalt for various City location projects	12/19/2019	2,392.77
44311	MJ Murphy Lumber and Hardware	Supplies for Public Works projects	12/19/2019	181.13
44312	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle supplies for various City vehicles	12/19/2019	17.38

44314	Office Depot, Inc.	Office supplies	12/19/2019	145.18
44316	Pacific Smog	Smog inspections for 6 PW vehicles for Inv #2900	12/19/2019	257.50
44318	Poe's Plumbing & Backflow	Plumbing services for various City locations	12/19/2019	311.80
44319	Pureserve Building Service	Janitorial services citywide	12/19/2019	19,060.43
44321	Ryan Ranch Printers	Business cards- #21358	12/19/2019	59.81
44322	Salinas Valley Ford Sales	Mirror bracket for unit 6- Inv. 340837	12/19/2019	241.36
44323	Scarborough Lumber & Building	Supplies for Public Works projects	12/19/2019	328.31
44325	Sentry Alarm Systems	Monitoring: burglar alarm systems HML Jan-Mar 2020	12/19/2019	378.00
44333	Uline Inc.	Safety clothing, inv. #114536504	12/19/2019	71.83
44335	West Coast Arborists Inc .	Tree work citywide	12/19/2019	9,972.00
44336	Zee Medical Service Co.	Supply for 1st aide kit in PW. inv #66584416	12/19/2019	103.41
44338	American Messaging	Pagecopy useage - inv# L5253283TK	12/23/2019	2.50
44350	Mike's Appliance, Inc	Refrigerator repair, evap fan motor - inv# 412712	12/23/2019	274.64
44367	Ailing House Pest Control	Pest control: citywide all buildings and parks	12/31/2019	589.00
44368	Alhambra	Water delivery for Public Works	12/31/2019	176.10
44370	Caltronics Business Systems, Inc.	Copier meter reading	12/31/2019	124.45
44372	Carmel Towing & Garage	Fuel for PW vehicles	12/31/2019	1,912.78
44373	Cintas Corporation	Uniform service	12/31/2019	119.90
44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	2,359.72
44378	De Lage Landen Financial	Copier lease and usage	12/31/2019	204.45
44381	Golden State Portables	Forest Theater portable toilets	12/31/2019	596.29
44385	John Ley's Tree Service	Tree work citywide	12/31/2019	2,160.50
44388	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle supplies for various City vehicles	12/31/2019	58.12
44389	Office Depot, Inc.	Office supplies	12/31/2019	208.29
44390	Overhead Door Co of Salinas	Service for roll up doors at City buildings	12/31/2019	977.00
44392	Scarborough Lumber & Building	Supplies for Public Works projects	12/31/2019	92.05
44397	Tope's Tree Service Inc.	Tree work citywide	12/31/2019	6,615.00
44402	West Coast Arborists Inc .	Tree work citywide	12/31/2019	6,675.00
Total for Department: 119 Public Works				67,541.28

Department: 120 Library

44236	Pacific Grove Self Storage	Storage unit for City art	12/05/2019	280.00
44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	239.95
44293	Coastal TPA, Inc	Dental and vision reimbursement claims	12/19/2019	407.00
44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	352.00
Total for Department: 120 Library				1,278.95

Department: 121 Community Activities

44252	Coastal TPA, Inc	Dental and vision reimbursement claims	12/12/2019	11.55
44301	Golden State Portables	Portable toilet/handwashing station services	12/19/2019	1,355.69
44306	Kelly Productions	Santa for tree lighting event	12/19/2019	450.00
44327	Smit Farms	Apples for City birthday lunch	12/19/2019	75.00

44330	Tigerlilly Florist&Gifts	Veteran's Day flowers	12/19/2019	282.76
44361	US Bank	Event supplies and posters	12/23/2019	505.26
44374	Coastal TPA, Inc	Dental and vision reimbursement claims	12/31/2019	281.52
Total for Department: 121 Community Activities				2,961.78

Department: 130 Non-Departmental

44235	Pacific Gas & Electric	Gas & electric service citywide	12/05/2019	10,098.73
44254	CSAC Excess Insurance Authority	General Liability Deductible: 7/1 - 9/30/19	12/12/2019	26,471.76
44263	Pacific Gas & Electric	Gas & electric service citywide	12/12/2019	59.39
44287	Cal-Am Water Company	Water service citywide	12/19/2019	6,474.81
44315	Pacific Gas & Electric	Gas & electric service citywide	12/19/2019	8,447.92
44398	Tristar Risk Management	Claims admin services: Aug-Sept 2019/Jan-March 2020	12/31/2019	5,375.00
Total for Department: 130 Non-Departmental				56,927.61

Department: 311 Capital Projects

44225	Edges Electrical Group	Supplies for LED Project - #S4799313.001	12/05/2019	209.02
44240	Scarborough Lumber & Building	Supplies for LED project - Inv# 431689-4	12/05/2019	73.25
44247	Vortex Industries, Inc	Preventative Maintenance ADA door, inv#44-1375261	12/05/2019	594.00
44284	American Supply Company	ADA project supplies - inv #0144982	12/19/2019	136.33
44297	Don Chapin Company, Inc.	Pavement rehabilitation program: slurry seal, minor curb	12/19/2019	19,286.99
44299	Edges Electrical Group	Supplies for LED Project - inv#S4770299.001	12/19/2019	3,262.68
44324	Schaaf & Wheeler Civil Engineers	Storm drain master project: Assessment of drainage syst	12/19/2019	27,630.00
44386	Kasavan Architects Inc	Police dept renovation: architectural & engineering designs	12/31/2019	7,040.00
44393	Schaaf & Wheeler Civil Engineers	Storm drain master project: Assessment of drainage syst	12/31/2019	33,748.56
Total for Department: 311 Capital Projects				91,980.83

Department: 513 Veh & Equip Replacement

44229	Lehr Auto Electric & Emergency Equipment	2019 Dodge Charger - inv# S136797	12/05/2019	3,899.99
44329	Surveillance Grid Intergration Inc	Security Pole Cameras Project	12/19/2019	20,589.41
44349	Lehr Auto Electric & Emergency Equipment	Field strip, wrecked 2016 Charger - inv# S135827	12/23/2019	1,150.00
44369	Axiom Engineers Consulting	Design High Efficiency Boilers: Sunset Center	12/31/2019	2,210.00
Total for Department: 513 Veh & Equip Replacement				27,849.40
Grand Total				909,518.83

December Contract Payments:

Vendor	Contract Amt	Paid through December	Contract Balance	
Pen Messenger	\$ 203,025.00	\$ 154,629.00	\$ 48,396.00	
City of Monterey	\$2,381,892.00	\$ 1,238,829.25	\$1,143,062.75	Fire admin services
West Cst Arborists	\$ 125,000.00	\$ 104,585.00	\$ 20,415.00	
Renne Public Law	\$ 40,000.00	\$ 38,309.82	\$ 1,690.18	
J. Ley's Tree Svc.	\$ 100,000.00	\$ 16,736.00	\$ 83,264.00	
Sloan SY & Wong	\$ 75,000.00	\$ 15,052.78	\$ 59,947.22	
Pureserve	\$ 231,587.00	\$ 114,362.58	\$ 117,224.42	
Kasavan	\$ 179,408.00	\$ 146,153.61	\$ 33,254.39	PD renovation
Schaaf&Wheeler	\$ 174,910.00	\$ 61,378.56	\$ 113,531.44	
Don Chapin Co.	\$ 951,874.00	\$ 839,731.50	\$ 112,142.50	
Tope's Tree Svc.	\$ 100,000.00	\$ 55,602.00	\$ 44,398.00	
Axiom Engineers	\$ 17,500.00	\$ 14,710.00	\$ 2,790.00	SCC Boilers
Surveillance Grid	\$ 130,589.00	\$ 123,283.14	\$ 7,305.86	
RJA Mgmt Svcs	\$ 15,000.00	\$ 10,769.90	\$ 4,230.10	



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

**February 4, 2020
CONSENT AGENDA**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2020-007, approving the Fiscal Year 2020-2021 Budget Schedule.

RECOMMENDATION:

Adopt Resolution 2020-007, approving the Fiscal Year 2020-2021 Budget Schedule.

BACKGROUND/SUMMARY:

This item is on the Council's agenda to adopt the Fiscal Year 2020-2021 (July 1, 2020-June 30, 2021) budget schedule. Carmel-by-the-Sea Municipal Code Section 3.06.020 requires the City Administrator to present a proposed budget schedule to Council on or before February 15 of each year and for Council to adopt the budget before July 1. The budget development time frame is from February to June and the proposed schedule includes several meetings to encourage public participation in developing and prioritizing capital projects, programs and services in order to produce a balanced budget where planned capital and operating expenditures are equal to or less than anticipated citywide revenues.

FISCAL IMPACT:

There is no fiscal impact associated with adopting the budget schedule.

PRIOR CITY COUNCIL ACTION:

Not applicable

ATTACHMENTS:

Attachment #1 - Resolution 2020-007 Approving FY 20-21 Budget Schedule

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

RESOLUTION NO. 2020-007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE FISCAL YEAR 2020-2021 BUDGET SCHEDULE**

WHEREAS, Carmel-by-the-Sea Municipal Code §3.06.020 requires the City Administrator to present to Council a proposed budget schedule on or before February 15 of each year; and

WHEREAS, the budget schedule includes public meeting dates pertaining to the development and review of the capital improvement plan and annual operating budget to allow for public participation in the budget process; and

WHEREAS, the budget schedule is intended to allow City Council time to deliberate while also ensuring the budget is adopted before July 1 in accordance with the City's Municipal Code.

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

Approve the Fiscal Year 2020-2021 budget schedule per Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

EXHIBIT A

Activity	Date*
Submittal of Budget Calendar to Council	February 4, 2020
Five-Year Capital Improvement Plan (CIP) and Five- Year Financial Forecast Development	February 4-March 11, 2020
FY 20-21 Operating Budget Development	February 18- May 1, 2020
Five-Year CIP and Financial Forecast Workshop <i>Engaging Community at City Council Special Meeting</i>	March 17, 2020
Submittal of FY 20-21 CIP to Council	April 7, 2020
Submittal of FY 20-21 Proposed Budget to Council	May 5, 2020
FY 20-21 CIP and Operating Proposed Budget Workshop <i>Engaging Community at City Council Special Meeting</i>	May 12, 2020
Submittal of FY 20-21 CIP to Planning Commission for General Plan Consistency Review	May 13, 2020
<i>Deadline for Submittal of Budget Questions to City Administrator</i>	<i>May 22, 2020</i>
Adoption of FY 20-21 Budget and GANN Limit <i>Engaging Community at City Council Regular Meeting</i>	June 2, 2020
Adoption of FY 20-21 Budget and GANN Limit as Needed <i>Engaging Community at City Council Special Meeting</i>	June 9, 2020 June 16, 2020
FY 20-21 Begins	July 1, 2020

*Dates are tentative and subject to change



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

**February 4, 2020
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution No. 2020-008, authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Donor Salute Event at the Main Library on Sunday, March 8, 2020 at which alcohol will be served; and authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Sterling Circle Event at the Main Library on Sunday, June 7, 2020.

RECOMMENDATION:

Adopt Resolution No. 2020-008, authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Donor Salute Event at the Main Library on Sunday, March 8, 2020 at which alcohol will be served; and authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Sterling Circle Event at the Main Library on Sunday, June 7, 2020.

BACKGROUND/SUMMARY:

The Carmel Public Library Foundation (CPLF) is requesting the use of the Main Library to hold its annual Donor Salute event on Sunday, March 8, 2020. Donor salute is held each spring to thank those who donate \$100 or more in a calendar year to the CPLF.

The CPLF is also requesting the use of the Main Library to hold its annual Sterling Circle event on Sunday, June 7, 2020 at the Main Library. The Sterling Circle event is held annually to thank the CPLF Planned Giving Program donors.

Wine will be served during the event. The CPLF will secure a Daily License Permit from the Department of Alcoholic Beverage Control.

Per City Policy C89-47 "Support Groups Policy", "Should support groups desire to serve alcoholic beverages at an event, either in a public building or at a public facility, the support group will be required to secure its own insurance coverage, unless the City Council adopts a Resolution of Co-Sponsorship."

Both Donor Salute and Sterling Circle are opportunities for the CPLF to extend its gratitude and appreciation to its donors for their support. The Harrison Memorial Library Board of Trustees considered and approved the request to close the Main Library on both dates at their January 22, 2020 regular

meeting.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

PRIOR CITY COUNCIL ACTION:

The Council has adopted a resolution authorizing co-sponsorship of both events for over 10 years.

ATTACHMENTS:

Attachment #1 - Resolution 2020-008 2020 Donor Salute and Sterling Circle

Attachment 2 - Request Letter

Attachment 3, Support Groups Policy

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

RESOLUTION NO. 2020-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING CITY CO-SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S ANNUAL DONOR SALUTE AT THE MAIN LIBRARY ON SUNDAY, MARCH 8, 2020 AT WHICH ALCOHOL WILL BE SERVED AND AUTHORIZING CITY CO-SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S STERLING CIRCLE EVENT AT THE MAIN LIBRARY ON SUNDAY, JUNE 7, 2020.

WHEREAS, the Carmel Public Library Foundation is requesting City Co-Sponsorship of the Annual Donor Salute on Sunday, March 8, 2020 from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, the Carmel Public Library Foundation is requesting City Co-Sponsorship of the Sterling Circle event on Sunday, June 7, 2020 from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, City Policy C89-07 requires City Support Groups to obtain City Council approval to Co-Sponsor events at which alcohol is served; and

WHEREAS, it is necessary to notify the City's insurance carrier of the Co-Sponsorship.

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

Agree to Co-Sponsor the Carmel Public Library Foundation's Annual Donor Salute on March 8, 2020.

Agree to Co-Sponsor the Carmel Public Library Foundation's Sterling Circle event on June 7, 2019.

Authorize the City Administrator to notify the Harrison Memorial Library Board of Trustees and Carmel Public Library Foundation of the Council's concurrence to Co-Sponsor the events.

Authorize the City Administrator to officially notify the City's insurance carrier of the Co-Sponsorship.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 4th day of January, 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk



January 12, 2020

Ashlee Wright, Library Director
& Library Board Trustees
Sixth and Mission St.
Carmel, CA 93921

Dear Ms. Wright & Library Board Trustees:

The Carmel Public Library Foundation respectfully requests consideration to hold our donor cultivation events; The Donor Salute on Sunday, March 8, 2020 from 3:00-5:00pm and the Sterling Circle on Sunday, June 7, 2020 from 3:00-5:00pm at the Harrison Memorial Library.

We plan to serve wine and hors d'oeuvres at each of the events. We are eager to obtain whatever approvals are necessary. Please let us know if you require any further information or documentation.

Thank you for your consideration of our request.

Sincerely,

Alexandra Fallon
Executive Director

S U P P O R T G R O U P S P O L I C Y

21 SEPTEMBER 1989

GENERAL:

The City Council recognizes that individuals of the community will join together from time to time in support groups to assist the municipal organization (City) or one of its departments for a variety of reasons. The City Council also recognizes the value of the assistance so provided by support groups and encourages the formation of such groups where appropriate and/or a need exists. So that both the City and its entities and the support groups have a clear understanding of the nature and extent of the relationship, the following guidelines have been developed and adopted by the City Council.

DEFINITION:

Support groups are associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance -- either monetary, social, cultural or otherwise -- but not political -- to the City or one of its departments.

NATURE OF RELATIONSHIP:

The City recognizes the importance of support groups to the financial, social, cultural and environmental fabric of our community as well as the need for private support groups to be independent and freed of the restrictions which are applicable to public entities. It is also recognized by the City that a relationship will exist between support groups and the City. It is the intent of the City to keep the relationship with all support groups to a minimum, recognizing that support groups are private in existence, a status which requires neither the specific public noticing, reporting and liability responsibilities of, nor financial assistance from, the City.

While members of support groups have the freedom of association guaranteed by the Constitution, the support group is recognized by the City as a private body.

CITY INVOLVEMENT WITH SUPPORT GROUPS/PERSONNEL:

City personnel, whether elected, employed or appointed, shall not serve on the board of directors (either as a member or in an ex officio capacity) of a support group. Employees of support groups are not City employees and support groups and their officers shall refrain from representing themselves as agents or officers of the City. City staff will be assigned by the City Administrator to serve in a liaison capacity and to provide technical assistance to support groups if requested.

Support Groups Policy
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USE OF CITY FACILITIES:*

Support groups are entitled to free use of City facilities for meetings, either general membership, board, executive committee, or special committee as long as: a) the date and time are convenient to the operation and maintenance of the facility in which the meeting is desired; b) the meeting room is not needed for a City board, committee or commission meeting; c) the meeting is to occur during regular hours of operation or does not require the scheduling of staff beyond regular schedules if held at a time other than regular hours; d) the desired room is available; e) the City will not incur a substantial cost for providing the room; and f) the use of the City facilities by the support group is in furtherance of the interests of the City. The City shall draw up an agreement with each support group which shall outline the terms and conditions for the free use of meeting rooms and of storage space. Support groups may also store assets and belongings in a public facility subject to a valid Hold Harmless Agreement and certificate of insurance being on file with the City Clerk's office and naming the City as an additional insured party, and provided that the space is not required for municipal purposes.

City facilities, with the exception of library facilities, may not be used to provide free space or equipment for the business office of the support group. The use of library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events held at these facilities at which alcoholic beverages are offered. Limitations on such use are described in this Policy in the paragraph titled "Insurance".*

USE OF CITY EQUIPMENT*

No support group, its officers or members, shall utilize any equipment belonging to the City and/or any of its departments except audio/visual equipment and room furnishings which are normally provided upon request with the use of a room. City equipment is defined but is not limited to telephones, desks, copy machines, computers and computer terminals, mail and stamping devices, facsimile machines, typewriters and adding machines. The City Administrator may grant use of City equipment in special circumstances. The use of library equipment shall be determined by the Harrison Memorial Library Board of Trustees.*

MEMBERSHIP ROLLS:

Membership rolls of support groups and the City can be exchanged if an agreement is reached between the parties and is consistent with both State and Federal laws.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

POSTAGE:

Each support group shall secure and maintain its own Post Office box or mailing address. The City's or a City department's Post Office box or bulk mailing permit are to be used for official City business only. Each support group shall incur all expenses associated with the mailing of its literature, minutes, agendas and fund-raising requests.

POLITICAL ACTIVITIES:

No support group, organized for the purpose of assisting the City or one of its departments, shall partake, either officially or unofficially, in any political activity involving the City of Carmel-by-the-Sea, its officers, employees, or facilities. Political activity includes, but is not limited to:

- Mayoral and City Council elections
- local ballot issues
- involvement in administrative or personnel matters

Support Groups are encouraged to use proper and accepted internal City communication channels and the public appearances section of City Council meetings.

INSURANCE:

The City will provide general liability insurance coverage for support groups including the cost of the insurance deductible as long as the support groups are meeting or holding events in public buildings or at public facilities. If a support group meets away from a public building or public facility and/or outside the City limits, then it shall be the option of the support group as to whether it desires to secure insurance protection. The City will not provide insurance protection for activities and events held outside of the City limits or away from public buildings and/or public facilities and will not provide coverage at any activity where alcoholic beverages are being served unless such activity is officially sanctioned and cosponsored via a Resolution of the City Council.

Should support groups desire to serve alcoholic beverages at an event, either in a public building or at a public facility, the support group will be required to secure its own insurance coverage, unless the City Council adopts a Resolution of cosponsorship.

CO-SPONSORSHIP:

A Resolution of the City Council of the City of Carmel-by-the-Sea is required in order for the City to co-sponsor with any support

Support Groups Policy
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group any event, performance, activity or function, whether one-time, cumulative or ongoing.

FUND-RAISING EVENTS WITHIN PUBLIC FACILITIES:

The City recognizes that support groups from time to time will request the utilization of public facilities for fund-raising activities. Such requests for the use of public facilities shall be forwarded to the City Council for its review at least thirty (30) days prior to the scheduled event. The City will give preferential consideration to support groups over other groups for fund-raising activities within public facilities.

Requests for the use of Library facilities shall be forwarded to the Harrison Memorial Library Board of Trustees for its review at least thirty days prior to the scheduled event.* However, any event approved by the Library Board of Trustees at which alcoholic beverages are to be offered must also have prior approval of the City Council as set forth in this Policy in the paragraph titled "Insurance."

Support Groups are cautioned that obtaining such approval by both bodies could take seven weeks or more, depending on the scheduling of their respective meetings.

BYLAWS:

Each support group shall provide a copy of its current bylaws to the City Clerk.

ANNUAL AUDIT:

The City requires a copy of the annual audit, review or internal financial report of each support group.

RESPONSIBILITY FOR IMPLEMENTATION OF POLICY:

The City Administrator is delegated as the City official responsible for the implementation of this policy.

PERIODIC REVIEW:

The City Council will, from time to time, review the intent and content of this policy and make any necessary amendments which it deems necessary to protect the interests of the City and the support groups. All support groups will be notified whenever a review is determined to be needed.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RESOLUTION 2007-19**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AMENDING THE DESIGNATED SUPPORT GROUPS OF THE CITY

WHEREAS, on 3 October 1989, the City Council adopted Resolution No. 89-121, the Support Groups Policy which establishes the relationship between the City and private groups; and

WHEREAS, on 1 May 1990, the City Council adopted Resolution No. 90-49 designating the support groups of the City; and

WHEREAS, on 6 December 1994, the City Council adopted Resolution No. 94-144 designating Project St. Bernard as a support group; and

WHEREAS, on 24 February 2007, Jim Bell, the Co-Chair of the Board of Directors of Project St. Bernard, notified the City of its dissolution.

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

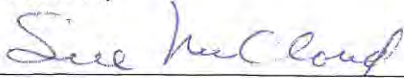
1. Designate the following groups as Support Groups pursuant to City Council Policy C89-47:
 - a. Carmel Abalone Club
 - b. Friends of the Harrison Memorial Library
 - c. Carmel Public Library Foundation
 - d. Friends of Carmel Forest
 - e. Friends of Sunset Foundation
 - f. Lester Rowntree Native Plant Garden Committee
2. Authorize the City Administrator to proceed with submitting the revised list of support groups to the insurance carrier.
3. Direct the Mayor to send a letter of thanks on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of April 2007, by the following roll call vote:

AYES:	COUNCIL MEMBERS:	CUNNINGHAM, HAZDOVAC, ROSE, TALMAGE, McCLOUD
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

ATTEST,

SIGNED,


SUE McCLOUD, MAYOR


Heidi Burch, City Clerk



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

**February 4, 2020
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2020-009, accepting a Property Program Grant of \$17,800 from the California State Association of Counties Excess Insurance Authority, and awarding a construction contract to Scudder Roofing Company for the Scout House Roof Replacement Project for a not-to-exceed fee, including a 10% contingency, of \$62,270.

RECOMMENDATION:

Adopt Resolution 2020-009, accepting a Property Program Grant of \$17,800 from the California State Association of Counties Excess Insurance Authority, and awarding a construction contract to Scudder Roofing Company for the Scout House Roof Replacement Project for a not-to-exceed fee, including a 10% contingency, of \$62,270.

BACKGROUND/SUMMARY:

The City-owned Scout House was once a wonderful amenity housing meetings for scouts and a wide variety of community activities. However, since its closure decades ago, the building has been deteriorating and has become well out of code compliance, yet still requires maintenance and repairs with their associated costs.

Of particular concern has been the condition of the roof which has leaked in different locations nearly every winter for years. The proposed Roof Replacement Project (Project) will protect the interior of the house from further damage and moisture penetration, and make way for the renovation and re-use.

In June 2019, the City Council adopted a capital improvement project entitled "Scout House Use and Renovation Design" with a budget of \$75,000 using Measure D funds. Soon after budget adoption, staff applied for and received a \$17,800 Property Program (reimbursement) Grant for the roof with the condition that the funds must be expended and the Project completed within one year. Because of the heavily deteriorated condition of the roof and to ensure that the grant funds would be expended in time, staff temporarily put aside the design of the overall Scout House renovation to focus on the roof replacement. (An architect for the renovation design has been selected, but contract negotiations have yet to begin.)

Technical specifications and bid documents for this Project were prepared by Public Works staff. This work

includes: complete removal of existing roofing and underlayment materials, replacement of flashings, repair of damaged rafter tails and sheathing uncovered during demolition, and placement of new, long lasting and mildew-resistant composition roofing.

The Project was extensively advertised for bids. Legal announcements were placed in the Carmel Pine Cone and The Weekly, and the Project was posted on construction industry, public bidding, and City's websites. In addition, courtesy calls were made to local roofing contractors.

Two bids were received and announced at a public bid opening held on December 19, 2019 as follows:

1. Scudder Roofing \$56,610
2. Best Contracting \$108,820

A third bid was submitted soon after the bid opening time, but was returned to the bidder unopened. Staff's estimate for this project was \$53,901, 5% below the low bid. Details may be reviewed in the Tabulation of Bids in Attachment #2.

Award of the contract is based on the lowest responsive, responsible base bid. Additional, optional bid items were included for upgraded cedar shingles and rain gutters and downspouts; however, these upgrades are not recommended due to the high bid prices received.

The lowest responsive, responsible bid was submitted by Scudder Roofing Company. Scudder Roofing is based in Marina and has been in business on the Central Coast since 1982. They are properly licensed and well qualified to successfully execute this project.

The total amount for the award of the Base Bid to Scudder Roofing is \$56,610. A 10% contingency of \$5,660 is recommended for unforeseen extra work items typically associated with roof repairs. The total amount of the award is not-to-exceed \$62,270. The work is scheduled to be completed within 2 months following issuance of the Notice to Proceed.

FISCAL IMPACT:

Funding for this contract is available as follows:

FY 2019/20 CIP Budget, Scout House Renovation	= \$75,000
Property Program (reimbursement) Grant	= <u>\$17,800</u>
Total Available Funding	\$92,800

Roof Replacement contract with 10% contingency = <\$62,270>

Remaining funds for design of the Scout House Renovation = \$30,530

Since the fee for the selected architect for the renovation has not yet been negotiated, it is premature to determine if the remaining balance will be sufficient or requires additional funding during the upcoming CIP Budget process.

PRIOR CITY COUNCIL ACTION:

In June 2019, the City Council adopted a capital improvement project entitled "Scout House Use and Renovation Design" with a budget of \$75,000 using Measure D funds.

ATTACHMENTS:

Attachment #1 - Resolution 2020-009 Scout House Roof Replacement Project

Attachment #2 - Bid Tabulation

Attachment #3 - Contract

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

RESOLUTION NO. 2020-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ACCEPTING A PROPERTY PROGRAM GRANT OF \$17,800 FROM THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY, AND AWARDING A CONSTRUCTION CONTRACT TO SCUDDER ROOFING COMPANY FOR THE SCOUT HOUSE ROOF REPLACEMENT PROJECT FOR A NOT-TO-EXCEED FEE, INCLUDING A 10% CONTINGENCY, OF \$62,270

WHEREAS, in June 2019, the City Council adopted the FY 2019/20 Capital Improvement Program which allocated \$75,000 from Measure D revenue for design of the Scout House Renovation Project; and

WHEREAS, shortly afterwards, a matching Property Program (reimbursement) Grant of \$17,800 was approved by the California State Association of Counties Excess Insurance Authority to support the Scout House Roof Replacement Project, provided that the funds be expended within one year; and

WHEREAS, due to chronic roof leaks, moisture damage, and repairs, as well as the time frame to expend the grant funds, the roof replacement project was advanced prior to design of the overall renovation project; and

WHEREAS, two bids were received and announced at the public bid opening held on December 19, 2019; and

WHEREAS, Scudder Roofing Company submitted the lowest responsive, responsible bid proposal with a bid amount of \$56,610; however, due to the cost of additive bid items, only the base bid work will be awarded; and

WHEREAS, a 10% contingency of \$5,660 is recommended for unforeseen extra work; and

WHEREAS, the total contract amount, including a 10% contingency, is not to exceed \$62,270.

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

Accept a matching Property Program Grant of \$17,800 from the California State Association of Counties Excess Insurance Authority.

Award a construction contract to Scudder Roofing Company for a not-to-exceed amount, including a 10% contingency, of \$62,270.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 4th day of February, 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk



TABULATION OF BIDS

SCOUT HOUSE ROOF PROJECT Bid Opening: December 19, 2019 2:00 pm

BASE BID:				Engineers Estimate		Scudder Roofing		Best Contracting	
No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount
1	Mobilization & Demobilization	1	LS	\$ 4,172	\$ 4,172	\$ 500	\$ 500	\$ 28,500	\$ 28,500
2	Tear Off and Haul Away Roofing	1	LS	\$ 15,972	\$ 15,972	\$ 8,840	\$ 8,840	\$ 22,500	\$ 22,500
3	Repair Rafter Dryrot Rafter Tails	30	Ea	\$ 136	\$ 4,080	\$ 353	\$ 10,600	\$ 165	\$ 4,950
4	Remove & Replace Damaged Sheathing	320	SF	\$ 8	\$ 2,672	\$ 14	\$ 4,620	\$ 45	\$ 14,320
5	Furnish & Install New Flashings	1	LS	\$ 3,572	\$ 3,572	\$ 6,000	\$ 6,000	\$ 1,800	\$ 1,800
6	Furnish & Install New Asphalt Shingles	1	LS	\$ 23,433	\$ 23,433	\$ 26,050	\$ 26,050	\$ 36,750	\$ 36,750
Basis Of Award Total					\$ 53,901		\$ 56,610		\$ 108,820
QUALIFICATION:				Estimate		Qualified		Qualified	

BID ALTERNATES:				Engineers Estimate		Scudder Roofing		Best Contracting	
Alt No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount
1	Cedar Shingles	1	LS	\$ 38,000	\$ 38,000	\$ 30,710	\$ 30,710	\$ 91,875	\$ 91,875
2	Gutters & Downspouts	1	LS	\$ 7,475	\$ 7,475	\$ 6,350	\$ 6,350	\$ 43,450	\$ 43,450
Bid Alternate Totals					\$ 45,475		\$ 37,060		\$ 135,325
GRAND TOTAL					\$ 99,376		\$ 93,670		\$ 244,145

**CITY OF CARMEL-BY-THE-SEA
AGREEMENT FOR CONTRACTOR SERVICES
Scudder Roofing
Scout House Roof Project
Contract # 19-20-008**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of February 5, 2020, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and Scudder Roofing, a C-39 Roofing Contractor, ("Contractor") whose current and valid Contractor's License #445118, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on upon full execution of this Contract and shall remain and continue in effect until tasks described herein are completed, included warranty work, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in the Contract documents attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Schedule and Time Limits of performance which is also set forth in Exhibit "A." Exhibit "A" includes Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

d) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

e) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions thereof.

f) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

i) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Section 13. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CITY MANAGEMENT

The Public Works Director or Project Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager shall not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, shall be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in the Contract Documents, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty-Six Thousand, Six Hundred Ten Dollars (\$56,610) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records, shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of

the design at a location other than that specified in the Contract Documents without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor shall submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

	Statutory Limits
a. Workers' Compensation	
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies shall:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a Contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a Contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a Contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works Contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the Contractor against an awarding body for recovery of amounts withheld.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Robert Harary, PE
Director of Public Works
P.O. Box CC
Carmel-by-the-Sea, CA 93921

To Contractor: Pete Scudder
President
3342 Paul Davis Drive
Marina, CA 93933

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

By: _____
Chip Rerig, City Administrator

Date: _____

CONTRACTOR:

By: _____

(Printed Name)

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, ESQ, City Attorney

Date: _____



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

**February 4, 2020
CONSENT AGENDA**

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2020-010, waiving a bid irregularity; awarding a Construction Contract to Bay City Boiler and Engineering Company for a not-to-exceed fee, including a 10% contingency, of \$162,800 and approving a budget amendment of \$12,800 for the Sunset Center Boiler Replacement Project.

RECOMMENDATION:

Adopt Resolution 2020-010, waiving a bid irregularity; awarding a Construction Contract to Bay City Boiler and Engineering Company for a not-to-exceed fee, including a 10% contingency, of \$162,800 and approving a budget amendment of \$12,800 for the Sunset Center Boiler Replacement Project.

BACKGROUND/SUMMARY:

In June 2018, the City Council adopted the Fiscal Year 2018/19 Capital Improvement Program which allocated \$25,000 from the Vehicle and Equipment Fund for design of the Sunset Center Boiler Replacement Project (Project). Axiom Engineers, who designed similar HVAC Upgrades for both City libraries, was determined to be best qualified to design the Project. In February 2019, the City Administer executed a Professional Services Agreement with Axiom for a not-to-exceed fee, including contingency, of \$17,500 for design and construction support services.

In June 2019, Council adopted the FY 2019/20 Capital Improvement Program which allocated \$150,000 from Measure D revenue for construction of this Project. In August 2019, four bids were received at the public bid opening; however, the lowest bid of \$218,000 was 35% above the consulting engineer's cost estimate of \$161,000. Further, the low bid plus a 10% contingency for unforeseen extra work, totaling \$239,800, would have been \$89,800 (60%) more than the available CIP budget of \$150,000.

In September 2019, Council adopted Resolution 2019-063 rejecting all bids for the Project, and directed staff to incorporate Value Engineering alternatives and re-bid the Project. The Project was re-engineered by replacing the two existing, outdated, lead-containing, and inefficient boilers and mechanical equipment with one new boiler, pump, tanks, pipes, controls, and appurtenances. All new equipment will be far more energy-efficient reducing ongoing gas and electric costs. The Project scope was also reduced by eliminating the temporary boiler requested to maintain heat in Sunset Center during construction.

In December 2019, the revised Project was extensively re-advertised for construction bids. Legal notices were placed in the Carmel Pine Cone and The Weekly, and the Project was posted on construction industry, public bidding, and the City's websites. In addition, courtesy calls were made to local plumbing and boiler contractors.

Three (3) bids were received at the public bid opening held on January 21, 2020 as follows:

- Bay City Boiler \$148,000
- O.C. McDonald \$159,000
- Smith Electric \$183,970

Award of this contract is based on the lowest responsive, responsible Base Bid. No bid alternatives were used. All three (3) bids were deemed responsive and are detailed in Attachment #2 -Tabulation of Bids. The Value Engineering process resulted in a savings of \$77,000.

The low bid proposal contained an irregularity because it included superfluous extra paperwork listing terms and conditions which do not apply. This irregularity did not affect the amount of the bid nor give this bidder a competitive advantage; therefore, the irregularity is inconsequential and should be waived. This issue was confirmed by the City Attorney.

The lowest responsive, responsible bid was submitted by Bay City Boiler and is 18% lower than the consulting engineer's revised estimate of \$179,978. Bay City Boiler, of Hayward, California, specializes in mechanical engineering projects for commercial and industrial properties in Northern California since 1976.

They are properly licensed and well-qualified to successfully execute this Project. The base bid amount of the contract to Bay City Boiler is \$148,000, and a 10% contingency of \$14,800 is recommended for unforeseen extra work, bringing the total amount to not exceed \$162,800. The work is scheduled to be completed within four months following issuance of the Notice to Proceed.

FISCAL IMPACT:

The total amount of the construction contract, with 10% contingency, is \$162,800.

In June 2019, Council adopted the FY 2019/20 Capital Improvement Program which allocated \$150,000 from Measure D revenue for construction of this project. To award this contract, a supplemental appropriation of \$12,800 would need to be transferred from the Vehicle and Equipment Fund to this capital account. The current Vehicle and Equipment fund balance is \$321,926.

PRIOR CITY COUNCIL ACTION:

In June 2018, the City Council adopted the Fiscal Year 2018/19 Capital Improvement Program which allocated \$25,000 from the Vehicle and Equipment Fund for design of the Sunset Center Boiler Replacement Project.

In June 2019, Council adopted the FY 2019/20 Capital Improvement Program which allocated \$150,000 from Measure D revenue for construction of this project.

In September 2019, Council adopted Resolution 2019-063 rejecting all bids received for the Project, and directed staff to incorporate Value Engineering alternatives and re-bid the Project.

ATTACHMENTS:

Attachment #1 - Resolution 2020-010 Sunset Center Boiler Final

Attachment #2 - Bid Tabulation

Attachment #3 - Contract

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

RESOLUTION NO. 2020-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA WAIVING A BID IRREGULARITY; AWARDING A CONSTRUCTION CONTRACT TO BAY CITY BOILER AND ENGINEERING COMPANY FOR A NOT-TO-EXCEED FEE, INCLUDING A 10% CONTINGENCY, OF \$162,800 AND APPROVING A BUDGET AMENDMENT OF \$12,800 FOR THE SUNSET CENTER BOILER REPLACEMENT PROJECT

WHEREAS, on June 4, 2018, the City Council adopted the Fiscal Year 2018/19 Budget inclusive of the Capital Improvement Program that allocated \$25,000 from the Vehicle and Equipment Fund for design of the Sunset Center Boiler Replacement Project (Project); and

WHEREAS, on June 4, 2019, the City Council adopted the Fiscal Year 2019/20 Budget inclusive of the Capital Improvement Program that allocated \$150,000 from the Measure D Fund for construction of the Project; and

WHEREAS, on September 10, 2019, the City Council adopted Resolution 2019-063 rejecting all bids received in August 2019 for construction of the Project and directed staff to incorporate Value Engineering alternatives and re-bid the Project; and

WHEREAS, in December 2019, the Project was re-engineered to install one new, high-capacity, energy-efficient boiler in lieu of replacing both existing boilers; and

WHEREAS, three bids were received and announced at the public bid opening held on January 21, 2020; and

WHEREAS, Bay City Boiler and Engineering Company submitted the lowest responsive, responsible proposal with a base bid amount of \$148,000; and

WHEREAS, a 10% contingency of \$14,800 is recommended for unforeseen extra work bringing the total contract amount to a not-to-exceed fee of \$162,800, a savings of \$77,000 compared to the low bid received for the original design; and

WHEREAS, the low bid proposal contained an irregularity that did not affect the bid amount nor give this bidder a competitive advantage; therefore, the irregularity is inconsequential; and

WHEREAS, in accordance with Carmel Municipal Code Section 3.12.490, the City Council may, at its discretion, waive any informalities or minor irregularities in any bid process when it is in the best interest of the City to do.

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

Waives the bid irregularity and awards a construction contract to Bay City Boiler and Engineering Company for the Sunset Center Boiler Replacement Project for a not-to-exceed fee, including a 10% contingency, of \$162,800.

Approves a budget amendment to appropriate supplemental funding of \$12,800 from the Vehicle and Equipment Fund to the Sunset Center Boiler Project as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

Exhibit A

General Ledger Account	Description	Adopted Budget	Adjustment Amount	Amended Budget
503-513-00-43002	Increase appropriations in the Vehicle and Equipment Fund for construction of Sunset Center Boiler Project Project 119SCB Task Label: 120PW-SCBOILC	\$150,000	\$12,800	\$162,800



TABULATION OF BIDS

SUNSET CENTER BOILER REPLACEMENT Bid Opening: Tuesday January 21, 2020 at 2:00 PM

BASE BID:				Engineers Estimate		Bay City Boiler		OC McDonald		Smith Electric	
No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	Mobilization & Demobilization	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 6,400	\$ 6,400	\$ 10,000	\$ 10,000
2	Boiler Replacement	1	LS	\$ 179,978	\$ 179,978	\$ 148,000	\$ 148,000	\$ 152,600	\$ 152,600	\$ 173,970	\$ 173,970
GRAND TOTAL					\$ 179,978		\$ 148,000		\$ 159,000		\$ 183,970
RESPONSIVE:						YES		YES		YES	

**CITY OF CARMEL-BY-THE-SEA
AGREEMENT FOR CONTRACTOR SERVICES
Bay City Boiler and Engineering
Sunset Center Boiler Replacement
Contract # 2020-041-005 Re-Bid**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of February 5, 2020, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and Bay City Boiler and Engineering, a Boiler, Hot Water Heating and Steam Fitting Contractor, ("Contractor") whose current and valid Contractor's License #320288 C-4, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on upon full execution of this Contract and shall remain and continue in effect until tasks described herein are completed, included warranty work, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in the Contract documents attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Schedule and Time Limits of performance which is also set forth in Exhibit "A." Exhibit "A" includes Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

d) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

e) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions thereof.

f) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

i) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Section 13. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CITY MANAGEMENT

The Public Works Director or Project Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager shall not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, shall be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in the Contract Documents, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Forty-Eight Thousand Dollars (\$148,000) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records, shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of

the design at a location other than that specified in the Contract Documents without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor shall submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

	Statutory Limits
a. Workers' Compensation	
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies shall:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a Contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a Contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a Contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works Contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the Contractor against an awarding body for recovery of amounts withheld.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Robert Harary, PE
Director of Public Works
P.O. Box CC
Carmel-by-the-Sea, CA 93921

To Contractor: Adam Lloyd
Project Manager
23312 Cabot Blvd
Hayward, CA 94545

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

By: _____
Chip Rerig, City Administrator

Date: _____

CONTRACTOR:

By: _____

(Printed Name)

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, ESQ, City Attorney

Date: _____



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

February 4, 2020
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Agnes Martelet, Manager, Environmental Compliance

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2020-011, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed amount of \$85,210, to provide stormwater program vector truck and commercial inspection services through Fiscal Year 2021-2022.

RECOMMENDATION:

Adopt Resolution 2020-011, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed amount of \$85,210, to provide stormwater program vector truck and commercial inspection services through Fiscal Year 2021-2022.

BACKGROUND/SUMMARY:

The State Water Resources Control Board has designated 34 regions along the coast of California as "Areas of Special Biological Significance" (ASBS), including Carmel Bay. Special Protections of species and habitats in the ASBS area require that the City, as a discharger of stormwater runoff into the ASBS, develop and abide by a Compliance Plan. The City submitted its Compliance Plan in 2016, with a major update provided in 2019.

In order to meet strict ASBS compliance requirements, the City installed four hydrodynamic separators at the end of the drainage systems at Fourth Avenue, Ocean Avenue, Eighth Avenue, and Tenth Avenue at the Mission Trail Nature Preserve. Hydrodynamic separators screen, separate, and trap debris, sediment, oil and grease from stormwater runoff before they are released into the ocean. In order to remain effective, hydrodynamic separators must be regularly maintained by removing accumulated material. Due to the large size of these units, a Vector truck is needed to remove debris and sediment from hydrodynamic separators. The material removed must also be properly disposed.

The City does not have a Vector truck nor an adequate location to dispose of material removed from the hydrodynamic separators. Thus, we have been partnering with CAWD since January 2019 to conduct this debris removal work under smaller, yearly contracts.

ASBS Special Protections also require annual inspections of commercial businesses with potential to impact stormwater quality. In Carmel-by-the-Sea, these businesses include restaurants, food service

facilities, and automotive facilities. CAWD already has a Fat, Oil and Grease (FOG) inspection program for restaurants and food service facilities; thus, the City partnered with CAWD to conduct these ASBS inspections in the spring of 2018 and 2019 as mutually beneficial and more efficient use of resources. Based on the results of the CAWD inspections, the City conducted follow-up investigations, outreach, and enforcement actions where issues were identified.

Based on the successful results of the City's partnership with CAWD on hydrodynamic separator cleaning and commercial inspections, staff is recommending a 3-year contract with CAWD to continue this important work through Fiscal Year 2021-2022.

CAWD was selected on a sole source basis. Carmel Municipal Code Section 3.12.140 D allows for dispensing of the bid procedures when "a professional service, such as that of an attorney, accountant, architect, or specialized consultant, involves a specialized knowledge or personal skill." CAWD already conducts restaurant inspections in Carmel-by-the-Sea for the FOG program and has specialized knowledge of the sewer and storm drain systems in the City, which will allow them to efficiently conduct storm water inspections. CAWD also has specialized equipment, including the Vactor truck and wastewater treatment facility, that allow effective cleaning of the City's hydrodynamic separator and disposal of the removed material. Inquiries to other agencies, including Pacific Grove, Seaside, and Pebble Beach, indicated constraints with availability of their Vactor equipment, or issues with disposal of material.

FISCAL IMPACT:

The total authorization for this Agreement will not exceed \$85,210. Work performed under this Agreement will be charged to the Public Works Environmental Compliance Division operating budget under contract services Account No. 101-119-43-42001. This spring's hydrodynamic separator cleaning (\$7,841.21) and commercial inspections (\$9,050.10) have already been budgeted in this account. Future years' hydrodynamic separator cleaning (\$24,394.47 and \$25,057.44, respectively), and commercial inspections (\$9,303.02 and \$9,563.64, respectively) will need to be included in the FY 2020/21 and FY 2021/22 operating budgets.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment #1 - Resolution 2020-011 PSA with CAWD

Attachment 2: Professional Services Agreement with the Carmel Area Wastewater District for Stormwater Program Vactor Truck and Commercial Inspection Services

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

RESOLUTION NO. 2020-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CARMEL AREA WASTEWATER DISTRICT, FOR A NOT-TO-EXCEED AMOUNT OF \$85,210, TO PROVIDE STORMWATER PROGRAM VACTOR TRUCK AND COMMERCIAL INSPECTION SERVICES THROUGH FISCAL YEAR 2021-2022

WHEREAS, Carmel Bay was designated as an Area of Special Biological Significance (ASBS) by the State Water Resources Control Board; and

WHEREAS, ASBS designation requires special protections of species and habitats through implementation of a Compliance Plan; and

WHEREAS, in order to meet strict ASBS requirements, the City installed four hydrodynamic separators that require regular maintenance to remove pollutants from stormwater runoff before it flows into the ocean; and

WHEREAS, the Carmel Area Wastewater District has a Vactor truck that can be used to maintain the City's hydrodynamic separators and an appropriate location for debris disposal; and

WHEREAS, ASBS requirements also mandate annual inspections of commercial businesses with potential to impact stormwater quality; and

WHEREAS, it is a mutually beneficial and efficient use of resources to partner with the Carmel Area Wastewater District to conduct annual commercial inspections in coordination with their existing Fat, Oil and Grease inspection program.

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 Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed amount of \$85,210, to provide stormwater program vactor truck and commercial inspection services through Fiscal Year 2021-2022.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 4th day of February, 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Stormwater Program Vector Truck and Commercial Inspection Services
Agreement #

THIS AGREEMENT is executed this ____ day of February, 2020, by and between the CITY of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Carmel Area Wastewater District, a public utility, (hereinafter "Consultant"), collectively referred to herein as the "parties".

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

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

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

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: cleaning and removing materials from hydrodynamic separators and sediment ponds upon request by the City, typically three (3) times per year, and conducting annual stormwater compliance inspections of commercial facilities per the Business Inspection List provided annually by the City. The Scope of Services also includes the services described in Exhibit "A" attached hereto. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, and task descriptions, as further set forth in this Agreement and attachments hereto.
- B. **Change Orders**. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Eighty-Five Thousand Two Hundred and Ten Dollars (\$85,210.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
 - ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
 - x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;

- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, shall be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Fee Schedule (Exhibit "B").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.
- G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence by March 1, 2020 and shall be completed by June 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by

Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "A".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "A" without the prior written approval of the City, and such approval shall not be unreasonably withheld. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would

result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

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

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Agnes Martelet
 Title: Environmental Compliance Manager
 Address: Public Works Department, PO Box CC
Carmel-by-the-Sea, CA 93921
 Telephone: (831) 620-2078
 Email: amartelet@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Daryl Lauer
 Title: Collections Superintendent
 Address: Carmel Area Wastewater District
P.O. Box 221428, Carmel, CA 93922
 Telephone: (831) 624-1249 x283

Email: lauer@cawd.org

- C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

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

7. **INSURANCE**

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect

throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - 2. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
 - iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.

3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
 - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
 - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
 - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill

ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or

another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for

any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the Consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or

designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party shall, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
 - i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. Steps after Termination:

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be determined by the Court, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its

applications, the part remains in effect in all valid applications that are severable from the invalid applications.

- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator, or Designee Signature

Consultant Signature

Richard Rerig
Printed Name

Barbara Buikema
Printed Name

City Administrator
Title

General Manager
Title

Carmel Area Wastewater District
Consultant Legal Company Name

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Bryan Pierik, ESQ., City Attorney

Date: _____

Exhibit "A"	Scope of Services
Exhibit "B"	Fee Schedule
Exhibit "C"	Project Schedule

AGREEMENT FOR STORMWATER PROGRAM VACTOR TRUCK AND COMMERCIAL INSPECTION SERVICES

Exhibit A – Scope of Services

A. Commercial Facility Stormwater Compliance Inspections

Tasks 1 (FY2019-20), 2 (FY 2020-21) and 3 (FY2021-22): Annual Stormwater Compliance Inspections

Each fiscal year, starting during the wet season (October 1 thru April 30), Carmel Area Wastewater District (CAWD) staff will perform one (1) storm water compliance inspection of each commercial facility listed on a Business Inspection List provided by the City each year. CAWD will document all inspections using the online forms provided by the City and submit these forms as they are completed.

During inspections, CAWD will provide education material supplied by the City as needed by and appropriate for the businesses. CAWD is not responsible for enforcement actions but will report observed violations to the City for follow-up with enforcement actions.

CAWD will perform additional inspections, or re-inspection of a facility, as needed at the direction of the City. This time will be billed at the same rate as routine inspections.

B. Hydrodynamic Separator and Sediment Basin Cleaning

Tasks 1 (FY2019-20), 2 (FY 2020-21) and 3 (FY2021-22): Hydrodynamic Separator Cleaning Support Services

Upon request by the City, CAWD crews will use their Vactor truck to provide cleaning services for the City's four (4) hydrodynamic separators and nine (9) sediment ponds. CAWD will properly dispose of the debris collected at the CAWD wastewater treatment facility, in accordance with State and Federal Regulations.

During a typical rain year, the City needs to clean out hydrodynamic separators at least three times. The City will notify CAWD staff for hydrodynamic separator and sediment pond cleaning and allow up to one month to complete cleaning of all 13 facilities. CAWD staff will notify and document all work performed, including depth to debris before cleaning and tonnage of debris removed from each hydrodynamic separator.

CAWD will also provide catch basin cleaning on an on-call, as-needed, basis. Should CAWD be involved in a District-related emergency at the time of the request, CAWD staff will respond as soon as crews become available to the needs of the City.

AGREEMENT FOR STORMWATER PROGRAM VACTOR TRUCK AND COMMERCIAL INSPECTION SERVICES

Exhibit B - Fee Schedule

A. Commercial facilities Stormwater Compliance Inspections

Cost Element	Hours	Cost per	Cost
Task 1: FY 2019-20 Storm Water Compliance Inspections			
Computer Use			\$118.00
65 Inspections	65	\$104.10	\$6,766.50
Materials			\$500.00
Supplemental Services (re-inspection)	16	\$104.10	\$1,665.60
Subtotal			\$9,050.10
Task 2: FY 2020-21 Storm Water Compliance Inspections			
Computer Use			\$118.00
65 Inspections	65	\$107.22	\$6,969.50
Materials		--	\$500.00
Supplemental Services (re-inspection)	16	\$107.22	\$1,715.52
Subtotal			\$9,303.02
Task 3: FY 2021-22 Storm Water Compliance Inspections			
Computer Use			\$118.00
65 Inspections	65	\$110.44	\$7,178.60
Materials			\$500.00
Supplemental Services (re-inspection)	16	\$110.44	\$1,767.04
Subtotal			\$9,563.64
Task A Total Not to Exceed			
			\$27,916.76

B. Vactor Truck Hydrodynamic Separator Cleaning Support Services

Cost Element	Units	Cost per	Cost
Task 1: Hydrodynamic Separator Cleaning Support Services FY 2019-20			
CAWD Labor & Equipment (1 quarter)	36 hours	\$172.81	\$6,221.16
Disposal of debris (1 quarter)	12 tons	\$63	\$756
Supplemental Services (additional vactor support)	5 hours	\$172.81	\$864.05
Subtotal			\$7,841.21
Cost Element	Units	Cost per	Cost
Task 2: Hydrodynamic Separator Cleaning Support Services FY 2020-21			
CAWD Labor & Equipment (3 quarters)	108 hours	\$179.89	\$19,428.12
Disposal of debris (3 quarters)	36 tons	\$63	\$2,268
Supplemental Services (additional vactor support)	15 hours	\$179.89	\$2,698.35
Subtotal			\$24,394.47
Cost Element	Units	Cost per	Cost
Task 3: Hydrodynamic Separator Cleaning Support Services FY 2021-22			
CAWD Labor & Equipment (3 quarters)	108 hours	\$185.28	\$20,010.24
Disposal of debris (3 quarters)	36 tons	\$63	\$2,268
Supplemental Services (additional vactor support)	15 hours	\$185.28	\$2,779.20
Subtotal			\$25,057.44
Task B Total Not-to-Exceed			\$57,293.12

Task A Total	\$27,916.76
Task B Total	\$57,293.12
GRAND TOTAL NOT-TO-EXCEED	\$85,209.88

AGREEMENT FOR AGREEMENT FOR COMMERCIAL FACILITIES STORM WATER COMPLIANCE INSPECTIONS

Exhibit C - Project Schedule

A. Commercial Facility Stormwater Compliance Inspections

Task #	Task Name	Schedule
1	Approximately 65 Inspections – FY 2019-20	March-June 2020
2	Approximately 65 Inspections – FY2020-21	January-March 2021
3	Approximately 65 Inspections – FY 2021-22	January-March 2022

B. Hydrodynamic Separator and Sediment Basin Cleaning

During a typical rain year, the City needs to clean out hydrodynamic separators at least 3 times per year. When the City identifies the need for hydrodynamic separator and sediment basin cleaning and requests cleaning service from CAWD, a cleaning schedule will be agreed upon by the City and CAWD prior to initiation of requested activities. Hydrodynamic separator and sediment basin cleaning will be scheduled during normal business hours, Monday thru Friday, 8 am to 5 pm.

On-call emergency overflow response or catch basin cleaning may also be requested after hours from time to time.

Task #	Task Name	Schedule
1	On-call Hydrodynamic Separator and Sediment Basin Cleaning	March 2019-June 2020
2	On-call Hydrodynamic Separator and Sediment Basin Cleaning	September 2020-June 2021
3	On-call Hydrodynamic Separator and Sediment Basin Cleaning	September 2021-June 2022



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

**February 4, 2020
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a report regarding Car Week events held in Carmel-by-the-Sea and the special event permitting process and provide staff with direction regarding further amendments to Policy C16-01 governing special events.

RECOMMENDATION:

Receive a report regarding Car Week events held in Carmel-by-the-Sea and the special event permitting process and provide staff with direction regarding further amendments to Policy C16-01 governing special events.

BACKGROUND/SUMMARY:

INTRODUCTION

Since its beginnings with the Pebble Beach Road Races, Car Week has evolved from being just a handful of events during the span of a week, to tens of public and private events held over the span of a week and a half throughout the Monterey Peninsula. As a result, the greater community has seen an increase in visitors and residents have been vocal about the resulting traffic, parking, and speedy or reckless driving issues. In 2019 Car "Week" took place from Friday, August 9 through Sunday, August 17.

CITY PERMITTED EVENTS

There were three permitted events held in Carmel-by-the-Sea on public property in 2019: Concours on the Avenue, Prancing Ponies Car Show, and Pebble Beach Tour D'Elegance.

Concours on the Avenue

The Concours on the Avenue event has been held in Carmel on the Tuesday of Car Week for 13 years. This event required the closure of Ocean Avenue between Junipero and Monte Verde Streets; Mission, San Carlos, Dolores and Lincoln Streets between Ocean and Seventh Avenues; partial closure of Mission and San Carlos Streets between Ocean and Seventh Avenues; full closure of Dolores and Lincoln Streets between Ocean and Eighth Avenues;; and the use of Devendorf Park. Event set-up began at 12:00 a.m. and all vehicles are staged by 11:30 a.m. The event ran from 8:30 a.m. to 5:00 p.m. on Tuesday, August 13, 2019 and breakdown occurred from 5:00 p.m. to 9:00 p.m. This year over all, the event ran smoothly and there were no safety issues.

Prancing Ponies Car Show

The Prancing Ponies Car Show event has been held in Carmel on the Wednesday of Car Week for the past three years. This event required the closure of Sixth Avenue between San Carlos and Lincoln Streets and Dolores Street from Ocean Avenue to the driveway of the Post Office. Event set-up was from 1:00 a.m. to 9:00 a.m. The event ran from 11:00 a.m. to 3:30 p.m. on Wednesday, August 14, 2019 and breakdown occurred from 3:00 p.m. to 5:00 p.m. This year over all the event ran smoothly and there were no safety issues.

Pebble Beach Tour D'Elegance

The Pebble Tour D'Elegance has been stopping in Carmel on the Thursday of Car Week as part of the Tour for 20 years. This event required the closure of Ocean Avenue between Junipero and Monte Verde Streets. In addition, it required the rolling closure of Junipero Street as vehicles entered Carmel to stage on Ocean Avenue and the rolling closure of Ocean Avenue and San Antonio Streets as cars exited the event venue and moved in to Pebble Beach. Event set-up/staging began at 7:00 a.m. and all vehicles were staged by roughly 11:00 a.m. The event ran from 11:00 a.m. to 2:00 p.m. on Thursday, August 15, 2019 and breakdown occurred from 2:30 p.m. to 3:30 p.m. This year over all the event ran smoothly and there were no safety issues.

EVENTS ON PRIVATE PROPERTY

In addition to the events on public property permitted by the City, events held on private property in or immediately adjacent to the City include the Carmel Mission Classic Car Show & Blessing of the Automobiles, was held Wednesday, August 14, 2019 from 10:00 a.m. to 4:00 p.m. at the Carmel Mission Basilica and the Aston Martin installation and events that occurred at Sunset Center from August 15-17. The City processes parking stall permits for the Aston Martin event for the unloading and loading of vehicles.

CRITERIA FOR EVALUATING SPECIAL EVENTS

Special events held in the City are currently governed by Policy 16-01 "Special Events". The purpose of the special event policy, and indeed any special event policy or municipal code section governing special events is to provide guidelines, processes, and regulations for special events that will ensure the safety of participants and residents, protect public property, and strike an appropriate balance between the benefits of organized events and their associated impacts on the community and environment.

Under the current policy events that require a special event permit are for use of public property in the City for any of the following conditions:

- *Exclusive use of any portion of any City property to the exclusion of the general public.(CMC Chapter 17.70 Definition of "Temporary Event")*
- *Support of any commercial enterprise, e.g., caterer, portable restrooms, etc.Sound equipment use requiring greater than a 12-volt system.(CMC Chapter 8, 56.085)*
- *Erection of any structure, e.g., stage, tents, etc. (CMC Chapter 12, Section 32.060)*
- *Any request that involves special outside or City support, e.g., traffic control, traffic cones, barricades, signage, extra trash pickup, etc.*
- *Any request that involves the use of a stationary internal combustion engine, e.g., gas generator.*
- *A gathering or assemblage of 50 people or more.*

Any request for exception from current City codes, rules, regulations, restrictions and policies governing activities on City property requires City Council authorization.

Further per policy C16-01: *The City of Carmel-by-the-Sea has the responsibility for determining whether or not any applicant shall be entitled to hold a special event. The City shall take into account the effect*

the proposed special event will have upon the community and the environment as defined in the purpose. The City will also consider:

- Whether any inconvenience that the general public may suffer is outweighed by the potential benefit to the community as a whole.*
- Whether the holding of the special event as planned would create an undue burden upon the resources of the City.*
- The safety of the proposed event.*
- The frequency of the same or similar event(s).*
- Whether the requested event date coincides with peak tourism periods.*
- Whether an event is held during the off-season (typically during periods from November through March).*

In May 2018, staff was directed by Council to amend policy C16-01 to more accurately reflect current practices, to eliminate the special event grant funding program, and to include a definition of “historic events” that may or may not preclude some events from paying certain fees in the future. Staff has been working with an ad hoc committee of the Community Activities Commission to complete this task. Council provided direction regarding “historic events” at its January regular meeting and staff and the ad hoc committee are preparing to reconvene to complete the policy updates.

CONCLUSION

The three Car Week events were evaluated according to the criteria in Policy C16-01 as listed above and approved by staff and Council. This year were all well-attended and issues were minor as noted in the after-action report received by Council at its regular October meeting. Going forward staff will be working with event organizers as always to make improvements to future events. Special event permit applications for all three events are currently in progress.

It should be noted that the problems that occurred in the City during Car Week were as a result of illegal street activities and were not associated with the approved Car Week events. Steps will be taken to deter this type of activity in the future.

FISCAL IMPACT:

There is no fiscal impact associated with receiving a report on this item.

PRIOR CITY COUNCIL ACTION:

Council received an after action report on Car Week events at its October regular meeting.

ATTACHMENTS:

Attachment 1 - Correspondence

Attachment 2 - City of Salinas - Municipal Code 5-10.02

**Carmel-
by-the-Sea**

Ashlee Wright <awright@ci.carmel.ca.us>

Re: My thanks & 1 Concern on Car Week for your future planning

1 message

Chip Rerig <crerig@ci.carmel.ca.us>

Mon, Sep 9, 2019 at 8:27 AM

To: Nancy Twomey <twomeyconnection@gmail.com>

Cc: Dave Potter <dpotter@ci.carmel.ca.us>, Paul Tomasi <ptomasi@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>, Maxine Gullo <mgullo@ci.carmel.ca.us>, Britt Avrit <bavrit@ci.carmel.ca.us>

Thank you, Ms. Twomey. We're working to schedule an after-action study session for the Council in October (time permitting). We'll share your email, and also hope that you can attend. Thanks again.

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

On Sun, Sep 8, 2019 at 6:21 PM Nancy Twomey <twomeyconnection@gmail.com> wrote:

My personal thanks to everyone on the City Staff and Police too....for everything you all did for this cause. The depth of prep and execution is amazing, and we see only a small portion of what's involved, I'm sure. I personally love old cars...I call them jewelry on wheels....so I look forward to this event each year.

I am a CPD Volunteer, and worked at the Lawson Field parking/shuttle from 8-1 on Tuesday, and then hubby and I volunteer as "Car Sitters" on Ocean Ave on Thursday 9:30-2:30+ (this is our 4th year doing this). So we chipped in a bit. We plan ahead, not to have to drive about that week, and recognize that living in town, and on a busy street will be full extra noise (especially revving of engines), lots of traffic and some inconvenience. So again my thanks and compliments to everyone on our civic staff for all that you did to optimize the experience for visitors and residents alike.

My only serious complaint/suggestion ties to **the excessive speeding throughout town ALL week**. Yes, this goes beyond the craziness that CPD helped contain on Friday evening. But all week long this was a big issue. I'd like to see an increased presence of motorcycle traffic police. Given the location of our home - we likely see first hand - an excessive amount of speeding...but I definitely observed this speeding every early morning and well into the evening. I'm concerned about the safety of both residents and citizens because of this excess speed, on our street and many others. I understand that city staff and CPD are spread very thin and know that resources in Monterey County+ are also tapped. But, I believe, even more is needed on the preventative side. I also understand that we don't necessarily want to issue tons of speeding tickets this week (unless there are serious violations)....but more as warnings and cautions.

This great week, and it's events, and it's welcomed visitors shouldn't feel this is a "police state"...but only one where the rules and laws should be respected/followed.

Thank you for your considerations for next years Car Week planning.

--

Nancy Ann Twomey
C-650-740-3477 twomeyconnection@gmail.com
PO Box 6508, Carmel, Ca 93921

Owners of Home on 9th and San Carlos NW Corner

**Carmel-
by-the-Sea****Ashlee Wright** <awright@ci.carmel.ca.us>

Car Week Critique

1 message

Barbara Livingston <carmellivingston@gmail.com>

Mon, Sep 16, 2019 at 4:47 PM

To: Chip Rerig <crerig@ci.carmel.ca.us>

Cc: Ashlee Wright <awright@ci.carmel.ca.us>

Dear Chip,

A small group of residents got together to develop this car week critique. We hope this will help you in putting together your upcoming meeting in October. This critique varies from the one I sent Ashlee a few weeks ago.

Thank you,
Barbara

**Car week critique.docx**

81K

Car Week Critique

How to make the event smaller:

- 1) Charge admission
- 2) Reduce the amount of advertising
- 3) Eliminate one event

How to control traffic:

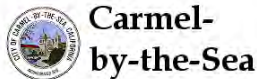
- 1) Traffic monitors at Ocean Ave intersections at Junipero, San Carlos, Dolores and Lincoln.
- 2) Work with Pebble Beach Co. to develop a plan for crowd control. Woman in charge lives on San Carlos St, and should be contacted.
- 3) Protect Ocean Ave medians
- 4) Place huge fines on drivers who disobey our rules

Effects of car week:

Noise, congestion, loss of parking, difficulty getting in and out of the village

EIRs should be required for:

- 1) Each of the Carmel events.
- 2) Quail Lodge
- 3) Pebble Beach



Ashlee Wright <awright@ci.carmel.ca.us>

RE: Car Week After Action Report

1 message

Sean Jacobs <sjacobs@pebblebeachconcours.net>

Wed, Sep 4, 2019 at 11:02 AM

To: Ashlee Wright <awright@ci.carmel.ca.us>

Cc: Margi Perotti <Mmperotti@ci.carmel.ca.us>, Leslie Fenton <lsfenton@ci.carmel.ca.us>, Sean Jacobs <sjacobs@pebblebeachconcours.net>

Hi Ashlee,

Pebble Beach Tour d'Elegance – Thursday of Car Week notes:

What works

- Special Event Permit Application process – similar each year, easy to re-apply and confirm participation
- Open communication and planning leading up to the event – great dialog between all parties
- Flexibility on site during event, managing logistics in real time. Carmel PD does a wonderful job.
- For us, the parade entry process down Junipero to the left turn on to Ocean, and then staging of the vehicles along Ocean Ave. works well.
 - We had a hiccup this year of our volunteer parking team not taking the initial cars all the way down to Monte Verde, instead stopping at Lincoln, which caused us running out of space to fit all cars on Ocean Ave. We will fix this for next year.

What could be improved

- Biggest concern is the spectators on the center median. This is a yearly conversation that our volunteers bring up. Concern being spectator safety, someone falling down.
- Park restrooms – heavily used during our 2+ hour lunch, can they be refreshed more often? Or is there a possibility of brining in more, temporary, restrooms?
- This year there were banners left up in center medians from prior events not associated with the Pebble Beach Tour d'Elegance, if those can please be removed prior to our event

Most importantly, a huge THANK YOU to the City of Carmel for all of your help and support.

Please let me know if there is any specific information I can help provide, or additional questions my team and I can answer.

Best Regards,
Sean**Sean Jacobs***Senior Director***Pebble Beach Concours d'Elegance**

sjacobs@pebblebeachconcours.net

Attachment 1

P.O. Box 222860

Carmel, CA 93922

SF: 415.777.2077 / Carmel: 831.622.1700

www.pebblebeachconcours.net

From: Ashlee Wright <awright@ci.carmel.ca.us>

Sent: Wednesday, August 28, 2019 5:38 PM

To: Sean Jacobs <sjacobs@pebblebeachconcours.net>

Cc: Margi Perotti <Mperotti@ci.carmel.ca.us>; Leslie Fenton <lsfenton@ci.carmel.ca.us>

Subject: Car Week After Action Report

Dear Sean,

I hope that you are well and have recovered from all of the Car Week activities.

I am working to put together an after action report that will go to Council in October for review about Car Week in Carmel. We are looking for your thoughts about what worked, what didn't and how we can work together to improve Car Week in Carmel overall.

We will be incorporating in feedback that have received from the public, of course, and the Community Activities Commission will be having a discussion about Car Week next Thursday to help with information gathering.

If you would please provide me with your thoughts and suggestions by Friday, September 20, 2019 I would appreciate it.

Thank-you so much!

Ashlee Wright

Library and Community Activities Director

(831) 624-1366

P.O. Box 800

Carmel-by-the-Sea, CA 93921

<https://ci.carmel.ca.us/library>

**Carmel-
by-the-Sea**

Ashlee Wright <awright@ci.carmel.ca.us>

Car Show Feedback - YOUR TEAM IS AMAZING! Thank you.

1 message

Chanterria McGilbra <Chanterria@prancingponies.org>
To: Ashlee Wright <awright@ci.carmel.ca.us>

Tue, Oct 1, 2019 at 12:45 PM

Hi Ashlee,

I just remembered to provide you feedback on the car show:

The Carmel PD is incredible. I can't thank them enough for their support and protection of our car show this year.

Working with you and Margi is amazing. You two are so professional, efficient and patient. I hope the Town of Carmel by the Sea knows how valuable you both are.

Everything for the car show was PERFECTION. Thank you so much!

Can you provide me the date and time of the council meeting I need to attend? Thank you!

'Creating Women Leaders One Girl at a Time'

Chanterria McGilbra, MBA

Founder & Executive Director

Prancing Ponies Foundation &

Leadership Acceleration Academy

chanterria@prancingponies.org

www.prancingponies.org

San Francisco: +415.717.1750

**PRANCING PONIES CAR SHOW FEATURED ON
RESTORATION GARAGE**

Register for this year's car show on Aug 14th Carmel 11am – 3pm at:

<https://prancingponies.org/car-show/>

Sec. 5-10.02. - Spectators prohibited at street races and reckless driving exhibitions.

Attachment 2

- (a) It shall be unlawful for any person to:
 - (1) Be knowingly present as a spectator at a street race conducted on a public street or highway; or
 - (2) Be knowingly present as a spectator at a reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- (b) It shall be unlawful for any person to:
 - (1) Be knowingly present as a spectator where preparations are being made for a street race conducted on a public street or highway; or
 - (2) Be knowingly present as a spectator where preparations are being made for a reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- (c) Nothing in this section prohibits peace officers or their agents who are acting in the course of their official duties from being spectators at a street race or a reckless driving exhibition or spectators at the location of preparations for either of these activities.

(Ord. No. 2620(NCS), § 1, 7-2-2019, eff. 8-1-2019)



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

February 4, 2020
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive the Fiscal Year 2019-2020 Mid-Year Budget report and adopt Resolution 2020-012 approving budget amendments totaling \$24,000.

RECOMMENDATION:

Receive the Fiscal Year 2019-2020 Mid-Year Budget report and adopt Resolution 2020-012 approving budget amendments totaling \$24,000.

BACKGROUND/SUMMARY:

On June 4, 2019, Council adopted the Fiscal Year 2019-2020 budget of \$24.1 million. The purpose of this agenda item is to provide Council with an update regarding the status of the budget based upon revenues received and expenditures incurred through the first part of the current fiscal year. In summary, the Fiscal Year 2019-2020 Budget assumed flat to incremental growth in revenues. Overall, major revenues are tracking closely with their budget targets based upon the revenues received thus far.

In developing the budget, departments implemented a minimum 5% reduction to their operating budgets. Capital needs outpaced revenue requiring a deferral of funding of some projects. Current expenditures are tracking closely with spending projections and staff does not anticipate significant year-end savings. Costs incurred for some expenses are trending higher than budgeted and will require ongoing monitoring. However, two amendments are required at this time and staff recommends Council approve inter-departmental transfers of \$24,000 to fund increased operating expenses within the Fire Department's budget.

Revenues

Summary: As of December 31, 2019, the City received \$10.9 million, or 45%, of the \$24.2 million of budgeted revenues. The three major sources of revenue are property taxes, sales taxes and transient occupancy taxes, which together are budgeted at \$19 million, or 79%, of the City's total anticipated revenue for Fiscal Year 2019-2020. Charges for services, at \$2.5 million, represents about 10% of budgeted revenue. Staff anticipates that these revenues will be within range of their respective budget targets at fiscal year-end as shown in the table below.

Fiscal Year 2019-2020 Major Revenue Performance at a Glance

Revenue	FY 19-20 Adopted Budget	YTD Performance	FY 19-20 Estimated Actual	Variance
Secured Property Tax	\$6,047,488	\$3,475,975	\$6,118,658	\$71,170
Bradley Burns Sales Tax	\$2,606,100	\$739,146	\$2,608,880	\$2,780
Measure D	\$3,023,000	\$853,978	\$3,024,000	\$1,000
Transient Occupancy Tax	\$6,842,900	\$2,900,156	\$6,842,900	\$0
Charges for Services	\$2,487,435	\$1,161,097	\$2,319,094	(\$168,341)

Property Taxes: Staff assumed a 3% increase over the Fiscal Year 2018-2019 Estimated Actual in developing the Fiscal Year 2019-2020 Adopted Budget of \$6.6 million for property taxes. Secured property taxes are the largest type of property taxes, representing \$6 million of the nearly \$6.6 million budget. The City received nearly \$3.5 million for secured property taxes in December 2019, or 57% of the adopted budget.

Staff now have the audited Fiscal Year 2018-2019 Actual for secured property taxes. At a minimum, assuming an inflationary 2% increase over the Actual as allowed by Proposition 13, secured taxes should exceed the Fiscal Year 2019-2020 budget target by \$71,000. However, property transfer taxes are likely to be under budget by \$29,000 while unsecured and unitary taxes are trending as expected and likely to meet their respective budget targets.

Sales Taxes: City staff worked with HdL, its sales tax consultant, in developing the Fiscal Year 2019-2020 revenue assumptions for the City's share of the statewide sales tax (Bradley Burns) and for Measure D, the City's 1% local sales tax which sunsets in 2023. The current fiscal year budget assumed a 0.1% decrease over the Fiscal Year 2018-2019 Estimated Actual for Bradley Burns and a 1% decrease for Measure D. The City received \$739,000 in Bradley Burns, or 28% of the budget thus far as compared to \$817,000, or 31% of the budget when compared to the same timeframe in 2018. Measure D receipts total \$854,000, which is also 28% of the budget, as compared to \$912,000, or 31%, when compared to last fiscal year. Revised estimates from HdL remain on par with the original budget assumptions.

Transient Occupancy Taxes: Transient occupancy taxes (TOT) received to date total \$2.9 million, or 42%, of the budget target. Revenue for the reporting period of July-October is down about 4% compared to last year as Fiscal Year 2018-2019 experienced greater growth than anticipated. Staff assumed a 3% increase over the Fiscal Year 2018-2019 Estimated Actual in developing the Fiscal Year 2019-2020 Adopted Budget of \$6.8 million. Compared to last year revenue is down; however, it is tracking closely with staff budget predictions and expected to meet the Fiscal Year 2019-2020 budget target.

Charges for Services: Staff assumed a continued demand for services and an inflationary adjustment of 4.5% increase in developing the Fiscal Year 2019-2020 budget target of \$2.5 million for charges for services. Revenues received to date total \$1.2 million, or 47%, of the budget. In comparison, the City received \$1.4 million in July 1-December 31, 2018, which accounted for 52% of the Fiscal Year 2018-2019 Actual revenue.

Charges for building services, which includes building permits, plan checks and inspections is budgeted at nearly \$1.2 million. The City collected \$507,000, or 47% of the budget target, as of December 31, 2019. If the current trend continues, this revenue could be \$137,000 shy of the budget target. However, it is likely

that, with the termination of fee waivers for hotel and commercial improvements and an increase in construction activity in the third and fourth quarters of the fiscal year, revenue performance will improve. Planning services are budgeted at \$281,000 and the City received \$111,000, or 39%, of the budget, thus far. Similar to building charges, absent an uptick in activity in the latter half of the fiscal year, this revenue could be under budget by \$59,000. Ambulance services are budgeted at \$561,000. The City received \$292,000, or 52%, of the budget to date. If current trends continue, this revenue could generate slightly more than budgeted. As a collective, charges for services, inclusive of administrative services, building services, code enforcement, community activities, planning, public safety and public works, is likely to be \$168,000 less than budgeted if the second half of the fiscal year mirrors the first six months. However, there is some seasonal fluctuation in the demand for some services and a stronger performance in the remaining six months could mitigate some of the projected loss of revenue.

Expenditures

Summary: Overall expenditures are aligning closely with expected spending. Expenditures include expenses incurred through December 31, 2019 as well as any funds set aside, or encumbered, to cover the cost of contractual services and other known obligations. As of December 31, 2019, the City spent \$13.4 million, or 63%, of its \$21.3 million Amended Budget. If the City spent half of its budget in the first six months of the year, spending would be \$10.7 million or about \$2.7 million less than the spending that has occurred. However, the timing of expenses varies, including nearly \$1.8 million paid in the first six months of the fiscal year for CalPERS unfunded pension liability and insurance premiums, and departments encumber funds for various contractual services at the start of the fiscal year so, considering these factors, overall expenditures are within range of predicted spending patterns. The amount spent to date includes \$5.3 million, or 46%, of the \$11.5 million salaries and benefits budget. Currently, there are salary savings within some departments; however, the projected amount of savings at fiscal year-end is contingent on the timing related to filling vacant positions.

Although, as previous noted, some expenses occur at different times of the year, comparing the remaining availability of a department's budget with the remaining percentage of the fiscal year (50%) is one indicator of whether expenses are on track with budget expectations. A synopsis of the General Fund operating budget by department and/or function is included below. In summary, departmental spending is within budget, although staff will be monitoring a handful of expenditures in order to ensure overall expenses are at or under budget at fiscal year-end.

FY 19-20 Remaining Budget By Function			
Function	FY 19-20 Budget	Available Funds (as of 12/31/19)	Percent of Budget Remaining
Council	\$234,497	\$62,850	27%
Attorney	\$360,000	\$175,520	48%
Administration	\$2,236,828	\$1,094,236	49%
Planning	\$1,144,353	\$520,761	46%
Library	\$1,183,675	\$600,452	51%
Community Activities	\$246,448	\$125,462	51%
Marketing	\$1,120,097	\$14,000	1%
Police	\$4,303,254	\$2,248,877	52%
Fire	\$2,618,945	\$48,477	2%
Ambulance	\$1,578,971	\$875,080	55%
Public Works	\$3,644,328	\$1,667,224	46%
Non-departmental	\$2,630,381	\$477,366	18%
Total	\$21,301,777	\$7,907,305	37%

Council: As of December 31, 2019, \$63,000, or 27%, remains within the Council budget of \$234,000. Savings within several other line item accounts should negate the unbudgeted cost for contractual services and increased costs of health insurance resulting in a balanced budget.

City Attorney: As of December 31, 2019, \$173,000, or 48%, remains within the City Attorney budget of \$360,000. Based on current expenditures to date as well as projected monthly costs for general legal services, expenditures are likely to be slightly over budget. While general legal services for the last several months have been slightly under budget, the City incurred greater than anticipated costs in the first part of the fiscal year related to specialized legal assistance and the use of different legal firms as part of the transitioning of City Attorney services.

City Administration: As of December 31, 2019, \$1.1 million, or 49%, remains within the City Administration budget of \$2.2 million. Health insurance premiums are greater than budgeted and affecting all departments. However, workers compensation premiums are less than budgeted and largely offset the health insurance increase. Administration currently has salary savings from vacant positions and many large expenditures, such as recruitment and elections, occur later in the year. The Department is on track to end the fiscal year on budget.

Community Planning and Building: As of December 31, 2019, \$521,000, or 46%, remains within the Planning budget of \$1.1 million. Workers compensation savings buffer increases in health insurance; however, there is fluidity in terms of salaries and benefit expenses due to a recent vacancy within the Department. Contract services are approaching budget limits and this Department will require monitoring to ensure it remains within budget.

Library: As of December 31, 2019, \$600,000, or 51%, remains within the Library budget of \$1.2 million. Although health insurance costs are trending higher than budgeted, projected savings in workers compensation and salaries should enable Library to close the year on budget.

Community Activities: As of December 31, 2019, \$125,000, or 51%, remains within the Community Activities budget of \$246,000. The Department is poised to remain on budget.

Marketing and Economic Development: As of December 31, 2019, \$14,000, or 1%, remains within the Marketing budget of \$1.1 million. Encumbrances are in place to meet contractual obligations with various partner agencies. Staff recommends using the savings to offset cost increases within the Fire Department as explained later within this staff report under the section entitled budget amendments.

Police: As of December 31, 2019, \$2.2 million, or 52%, remains within the Police budget of \$4.3 million. Similar to Ambulance, holiday in lieu is trending higher than budgeted. Health insurance costs are greater than budgeted offset by savings within workers compensation insurance premiums. Staff are monitoring costs in contract services, fuel and vehicle maintenance as these expenses are currently trending higher than projected. However, Police should finish under budget by managing these costs and projected salary savings from vacant positions.

Fire: As of December 31, 2019, \$48,000, or 2%, remains within the Fire budget of \$2.6 million. Encumbrances for the fire service contract and other known services total \$1.5 million. Fuel costs to date total \$5,700, or 53% of the gasoline line item budget. The Department is facing a budget shortfall in contract services and vehicle maintenance as explained later within this staff report under the section entitled budget adjustments.

Ambulance: As of December 31, 2019, \$875,000, or 55%, remains within the Ambulance budget of \$1.6

million. Health insurance costs are greater than budgeted offset by savings within workers compensation insurance premiums. Vehicle maintenance costs to date total \$8,000, or about one-half of the \$17,000 budget. Ambulance requires monitoring, but is on track with its budget target.

Public Works: As of December 31, 2019, \$1.7 million, or 46%, remains within the Public Works budget of \$3.6 million. Similar to other departments, workers compensation insurance savings mitigate increased health insurance costs. Some \$261,000, or 26%, remains within the Contract Services budget of \$1 million. The Contract Services budget includes encumbrances for contractual obligations for expenses such as janitorial services and on-call tree services. However, there are limited funds left for any additional tree service beyond the contracted amounts or for other unplanned contract services. Monitoring contract services, and possibly utilizing projected salary savings for contract services, is necessary to avoid overspending the departmental budget.

Non-departmental: As of December 31, 2019, \$477,000, or 18%, remains within the Non-departmental budget of \$2.6 million. Expenses for items such as the CalPERS UAL payment and insurance premiums that total about \$1.8 million occur in the first part of the fiscal year. This group of expenditures will be slightly under budget due to the prepayment of the entire UAL payment and general liability insurance premiums being less than the budgeted estimate. Staff recommends using the savings to offset cost increases within the Fire Department as explained later within this staff report under the section entitled budget amendments.

Budget Amendments

Throughout the course of the fiscal year, unanticipated events emerge and/or expenses occur at a higher level than budgeted. In order to pay for these expenses, Council must approve an increase to the original line item appropriation adopted during the budget process. The following budget amendments offset the increased expenditures by transferring savings from one departmental line item account to another resulting in no increase to the overall Fiscal Year 2019-2020 Amended Budget.

#1: The Fiscal Year 2019-2020 Fire Department budget includes \$35,000 as a placeholder for outstanding prior year costs pertaining to the fire services agreement with the City of Monterey (the Fiscal Year 2018-2019 audit “true up”). The cost of the final true up is \$50,079. Staff recommends transferring savings of \$14,000 from Marketing and Economic Development to the Fire Department. Staff will also monitor and reduce expenditures by \$1,070 within the Fire Department to offset the remaining true up balance.

#2: Although the City of Monterey provides fire services through a contractual agreement, Carmel owns the firefighting apparatuses, namely one front line fire engine purchased in 2009 and one back-up engine purchased in 2000. Carmel is responsible for the repair and maintenance of these engines. The life expectancy for a front line engine is 15 years, and, given the age of the current vehicles, the fire engines have experienced the need for major repairs to extend their use through the intended replacement dates.

The Fiscal Year 2019-2020 Fire Department budget includes \$15,000 for vehicle maintenance. The Department has spent \$11,000 as of December 31, 2019 on routine maintenance and repair of the fire engines and other fire vehicles. Based on estimates for needed repairs, staff recommends increasing the budget for vehicle maintenance by \$20,000 offset by transferring savings from the liability insurance premium line item account.

Next Steps

Finance staff meet with departmental directors on a quarterly basis and continue to monitor the budget to ensure that expenditures align as closely as possible to the budget. In addition, staff are analyzing trends and using projected revenue and expenditure estimates to begin developing the Fiscal Year 2020-2021 budget.

FISCAL IMPACT:

Savings within other line item accounts will fund the increase in the Fire Department expenditures, which results in no net increase to the Fiscal Year 2019-2020 Budget.

PRIOR CITY COUNCIL ACTION:

Council adopted the Fiscal Year 2019-2020 Budget on June 4, 2019 (Resolution 2019-043) and approved a budget amendment that increased the budget by \$120,634 on November 15, 2019 (Resolution 2019-080).

ATTACHMENTS:

Attachment #1 - Resolution 2020-012 Approve Mid Year Budget Amendments

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

RESOLUTION NO. 2020-012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RECEIVING THE FISCAL YEAR 2019-2020 MID-YEAR BUDGET REPORT AND APPROVING
BUDGET AMENDMENTS TOTALING \$24,000**

WHEREAS, the City Council passed Resolution 2019-043 on June 4, 2019 to adopt the Fiscal Year 2019-2020 Capital and Operating Budget; and

WHEREAS, the Mid-Year Budget Report provides an update regarding revenue and expenditure trends and whether fiscal performance to date aligns with budget assumption; and

WHEREAS, the Mid-Year Budget identifies areas where expenditures are nearing their appropriation limit and provides a process to adjust revenues and expenditures accordingly; and

WHEREAS, the Fire Department requires additional appropriations for fire services and vehicle maintenance and there are savings within other departmental line item accounts; and

WHEREAS, Carmel Municipal Code Section 3.06.030 requires Council to approve all transfers of appropriations between departments.

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

Approve budget amendments to the Fiscal Year 2019-2020 Budget as shown in the attached Exhibit "A."

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 4th day of February 2020, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

EXHIBIT A

Account	Department	Account Name	Amount	Reason for Adjustment	Adopted Budget	Amended Budget
101-122-00-42008	Marketing	Marketing	(\$14,000)	Savings in agreement with Chamber of Commerce	\$39,000	\$25,000
101-117-00-42001	Fire	Contract Services	\$14,000	FY 18-19 Fire Service True Up greater than budgeted	\$2,572,495	\$2,586,495
101-130-00-42501	Non-departmental	Liability Insurance Premiums	(\$20,000)	Savings in insurance premiums	\$724,935	\$704,935
101-117-00-42203	Fire	Vehicle Maintenance	\$20,000	Maintenance needs greater than budgeted	\$15,000	\$35,000



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

**February 4, 2020
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a presentation regarding the Third Annual Public Works Report and Infrastructure Report Card.

RECOMMENDATION:

Receive a presentation regarding the Third Annual Public Works Report and Infrastructure Report Card.

BACKGROUND/SUMMARY:

The Mission of the Public Works Department is to plan, design, construct, operate, and maintain public infrastructure, facilities, the urban forest, and equipment that contribute to the health, safety, and well-being of the community, and do so in an efficient and cost-effective manner with minimal detrimental effects on the environment.

Located at the Public Works Yard on Junipero Street, between Fourth and Fifth Avenues, the Department has a \$3.5 million operating budget for Fiscal Year 2019/20, oversees the Capital Improvement Program which has a budget of \$1.7 million, and consists of 21 staff (currently four vacancies). The Department is structured as an administrative oversight unit and five operating divisions as follows: Environmental Programs, Facilities Maintenance, Forestry, Parks and Beach, Project Management, and Streets Maintenance.

The presentation will review responsibilities as well as key accomplishments in each division since the last report in October 2018. Next, the presentation will focus on several of the biggest challenges the Department faced over the past year and steps we took to reduce their impacts. Last year's challenges included: recovering from 3 winter storms with high winds, delays during the PG&E gas pipeline installation, rapidly rising construction bid prices, and distress in the urban forest.

Modeled after the American Society of Civil Engineer's nation-wide Infrastructure Report Card, the Director will review the condition of six (6) key infrastructure components across the City:

- 1) Streets, including pavement, sidewalks, curbs, medians, traffic control, and ADA ramps
- 2) Drainage system
- 3) Buildings and facilities

- 4) City fleet
- 5) Forest and Parks
- 6) Beach and Shoreline.

School grades from A to F were assigned to each infrastructure component based on their current condition. These grades will be compared to the baseline 2017 year and 2018 year grades, to track progress. This exercise is intended to be a holistic assessment of our Infrastructure. The main point is that costs for rehabilitation increase as infrastructure decays; therefore, maintaining infrastructure at a reasonably satisfactory level is most economical in the long run. The report includes a rough order of magnitude cost estimate to upgrade all City infrastructure to a grade of A (excellent condition).

Overall, the City's infrastructure has improved from a C- in 2017 to a current grade of C+ (fair). Although this overall grade has not improved from the 2018 grade of C+, we are pleased to report that none of our infrastructure components have grades of D or F this year. This indicates that we are moving in the right direction; however, it is estimated that \$88 million would be needed to upgrade all City infrastructure to excellent condition.

Further, these results support the following conclusions:

- A) Measure D was essential to reverse the downward trend of infrastructure decay and reduce the backlog of deferred maintenance.
- B) While we are heading in the right direction, a mediocre grade of C+ indicates that there is a substantial amount of deferred maintenance still remaining.
- C) Funding from Measure C, if passed, will be critical to fund the continuation of addressing the backlog of deferred maintenance.
- D) Measure C will also be needed in future years to keep the improved infrastructure from reversing backwards into disrepair, thus costing much more for replacement or reconstruction in the long run.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this report. The adopted budget for the Public Works Department for FY 2019/20 is \$3.5M. Public Works also oversees the Capital Improvement Plan which has a FY 2019/20 budget of \$1.7M.

This presentation will demonstrate that major investments made by the City using Measure D funds for infrastructure projects over the past few years have made a noticeable improvement in the quality of life in the Village. The Measure C sales tax ballot measure is absolutely critical to continue to "catch up" on long-deferred maintenance and provide well-functioning roads, drainage facilities, parks, urban forest, and City buildings well into the future.

PRIOR CITY COUNCIL ACTION:

The City Council received the First Annual Public Works Report and Infrastructure Report Card on October 2, 2017. Shortly after, the presentation was given to the Forest & Beach Commission and Planning Commission.

Council received the Second Annual Public Works Report and Infrastructure Report Card on October 2, 2018. Shortly after, the presentation was given to the Community Activities Commission, Forest & Beach Commission, and Planning Commission.

ATTACHMENTS:



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

February 4, 2020
PUBLIC HEARINGS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Evan Kort, Ass't. Planner

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: ***The applicant has requested that the following item be continued:***
Consideration of an Appeal (APP 19-251) of the denial of a Transient Rental Business License Application for an existing condominium and a Use Permit Amendment (UP 19-411) to allow for the operation of a Transient (Short Term) Rental located on Dolores, 3 SE of 7th in the Service Commercial (SC) Zoning District.

RECOMMENDATION:

Continue the appeal to a future City Council meeting.

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



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

February 4, 2020
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie Waffle, AICP, Sr. Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of an Appeal (AP 19-486, CPines 7, LLC) of a decision by the Historic Resources Board to add property to the Carmel Historic Inventory located at the southeast corner of Dolores Street and 7th Avenue.

RECOMMENDATION:

Deny Appeal (AP 19-486, CPines 7, LLC) and uphold the Historic Resources Board decision to add property to the Carmel Historic Inventory located at the southeast corner of Dolores Street and 7th Avenue.

BACKGROUND/SUMMARY:

Project Description

The project site is 16,000 square feet in size and is composed of four lots of record (Lots 2, 4, 6 & 8), located at the southeast corner of Dolores Street and 7th Avenue. The northern two lots (Lots 2 & 4) total 8,000 square feet and are developed with the former Palo Alto Savings and Loan building which is currently being used as a restaurant. The southern two lots (Lots 6 & 8) also total 8,000 square feet and are developed with a small building (formerly the "community room") which is currently being used as a private dining room by the restaurant and a parking lot which provides off-street parking for the restaurant.

On June 28, 2019, the city received an application for concept review (CR 19-267, CPines 7, LLC) for the development of the southern two lots (Lots 6 & 8) with two multi-family buildings totaling 9,030 square feet and a subgrade garage. The project also includes a 452 square-foot addition to the 605 square-foot private dining room building in order to establish a food store. The total floor area proposed on Lots 6 & 8 is 10,090 square feet. The Planning Commission reviewed the project in concept at their August 14, 2019 meeting and were generally supportive, recommending only minor changes to the proposal. The City Council reviewed an encroachment permit application for the project at their November 4, 2019 meeting and denied a request to install a hydraulic lift in the public sidewalk. On November 18, 2019, the Historic Resources Board added the property to the city's historic inventory.

Historic Eligibility

Carmel Municipal Code (CMC) Section 17.32.050 states,

"It shall be unlawful for any person, corporation, association, partnership or other legal entity to directly

or indirectly alter, remodel, demolish, grade, relocate, reconstruct or restore any property without first determining if the property is eligible for the inventory”

and

“No application for property development shall be deemed complete unless it includes a determination that the property is either eligible or ineligible for the Carmel Inventory. For properties where eligibility has not yet been established, the Department shall initiate the process for determining eligibility upon the filing of any application for property development.”

The proposed project requires that the property be evaluated for historic eligibility. Staff retained historic preservation professional Meg Clovis to prepare a Phase 1 Historic Evaluation of the property (Attachment 1). The Phase 1 includes an evaluation of whether the property is eligible for listing as a historic resource at the national, state and local level.

Phase 1 Historic Evaluation

The former Palo Alto Savings and Loan building was constructed in 1972 and is currently 47 years old. It was designed by noted architects, Walter Burde and William Shaw, both of whom are listed in the City's Historic Context Statement. The architectural style of the buildings are characteristic of the Second Bay Region Tradition.

When evaluating properties for inclusion on the Carmel Historic Inventory, a property should be at least 50 years old, among other things. Buildings less than 50 years old can be added to the Historic Inventory (CMC 17.32.040.H), but must be of *“exceptional importance to the City, State, or nation based on its unusually strong contribution to history, architecture, engineering or culture, or because it is an integral part of an historic district”*. This is a higher threshold of significance than would be used for a building 50 years or older. In 2006, the City Council considered adding the Palo Alto Saving and Loan buildings to the City's Historic Inventory, but ultimately decided that they did not meet the necessary threshold of exceptional importance. The buildings were 34 years old at the time.

Ms. Clovis prepared a Phase 1 Historic Evaluation which concluded that the Palo Alto Savings and Loan property is not currently eligible for the national register of historic resources or the Carmel Historic Inventory because:

- 1) The buildings are not yet 50 years old;
- 2) The city's Historic Context Statement does not cover the time period in which the buildings were constructed; and,
- 3) The Bay Region style is not expanded upon and buildings that best exemplify this type of architecture are not identified in the Historic Context Statement.

For these reasons, the property did not rise to the level of “exceptional importance” to be listed on the national register or the local historic inventory prior to age 50. However, the Phase 1 Historic Evaluation found that the property is eligible for listing on the state historic inventory because the higher threshold of “exceptional importance” does not apply.

Historic Resources Board Meeting

At the November 18, 2019 Historic Resources Board meeting, staff recommended that the Board issue a Determination of Ineligibility for the Carmel Historic Inventory based on the reasons cited in the Phase 1 Historic Evaluation. The property would become eligible to be reviewed again in 2022 when it reached 50 years of age.

The Board voted 4-0-1 to add the property to the historic inventory based on findings that, the buildings have characteristics of Second Bay Region style; both Walter Burde and William Shaw are listed in the city's historic context statement; the buildings retain substantial integrity; the buildings represent a theme in the historic context statement; and, the buildings are architecturally significant. Based on these findings, the Board determined that the buildings met the threshold of exceptional.

Appeal

On November 26, 2019, an appeal of the Historic Resources Board decision was filed. The basis of the appeal includes, 1) the building is less than 50 years old and does not meet the "exceptional importance" standard; 2) the building is not eligible under national register criterion G or the city's historic preservation ordinance; 3) the city council determined in 2006 that the building was not historic; and, 4) the historic resources board disregarded all evidence and findings presented.

Analysis

Response to Appeal Points #1 and #2: The existing buildings are 47 years old, 3 years shy of the 50 year old threshold recommended for adding property to the historic inventory. The City's historic preservation ordinance states a property "should be a minimum of 50 years of age" and "a resource less than 50 years old may be eligible if it is of exceptional importance". The Historic Resources Board found that the property does meet the threshold of "exceptional importance" based on the following:

- 1) The buildings have characteristics of Second Bay Region style;
- 2) Both Walter Burde and William Shaw are listed in the City's historic context statement;
- 3) The buildings retain substantial integrity;
- 4) The buildings represent a theme in the historic context statement; and,
- 5) The buildings are architecturally significant.

Based on the findings in support of exceptional importance, the property is eligible for listing on the historic inventory in accordance with the city's historic preservation ordinance.

Response to Appeal Point #3: In 2006, the City Council did make a determination that the property was not eligible for the historic inventory. In accordance with the city's historic preservation ordinance, determinations of ineligibility remain in effect for 5 years after which time a property becomes eligible again for historic review. The proposed modifications to the private dining room require that the property be reviewed for historic eligibility and that review has been conducted by Ms. Clovis in the Phase 1 Historic Evaluation.

Response to Appeal Point #4: The Historic Resources Board reviewed all available evidence prior to making a decision to add the property to the historic inventory. A detailed Phase 1 Historic Evaluation was presented and reviewed. While the evaluation concluded that the property was not eligible for listing at this time, the Board found there was sufficient evidence in the evaluation to support a finding of "exceptional importance" which qualifies the property for listing on the historic inventory. The Board presented findings in support of their decision as noted above.

Next Steps

If the Council chooses to list the property on the historic inventory, staff will proceed with filing a resolution designating the property as a historic resource with Monterey County.

If the Council chooses not to list the property, the property would become eligible again in 2022 but would only be evaluated if/when an application is submitted to the city to alter the property.

Because the property is eligible for listing at the state level, the current project will continue to be reviewed as a historic resource in accordance with the California Environmental Quality Act (CEQA) which requires that all modifications be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Historic Resources Board is the decision making body on the consistency determination.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

The City Council considered adding the property to the Carmel Historic Inventory in 2006 when the property was 34 years old and determined it was not eligible for listing as a historic resource at that time.

ATTACHMENTS:

Attachment 1 - Phase 1 Historic Evaluation

October 3, 2019

Evaluation of Significance and Phase Two Report for Seventh & Dolores (formerly the Palo Alto Savings and Loan complex) (APN 010-145-020), Carmel-by-the-Sea, CA.

Executive Summary

The building historically known as the Palo Alto Savings and Loan, located on the corner of Seventh and Dolores Streets in downtown Carmel, was constructed in 1972. Architectural historian, Richard Janick described the building just six years after its construction for Carmel's Historic Resources Inventory. He noted that the building was designed by Will Shaw and Associates and it was "indicative of the continuous evolution of the Bay Area Tradition that began at the turn-of-the-century in the San Francisco bay area." He did not formally assess the building for significance for the local, state or national registers.

In November 2001 Richard Janick assessed the building again using California Office of Historic Preservation DPR 523a and b forms. This second evaluation was no doubt initiated by a proposal filed in September 2001 to demolish the Palo Alto Savings and Loan complex and construct a new commercial property. Janick's evaluation of the building concluded that it was eligible for listing on the California Register under Criterion 3 (architecture), "as a significant example of Second Bay Region Style by local architect Will Shaw and Associates with design assistance by former partner Walter Burde."

The Palo Alto Savings and Loan complex has been included in publications and one exhibit, including:

- *Architecture of the Monterey Peninsula*, Monterey Peninsula Museum of Art, 1976
- *Documentation and Conservation of the Modern Movement*, Monterey, 2003
- *Carmel, A History in Architecture* by Kent Seavey, 2007
- *Carmel Modernism: A Retrospective*, Photography Exhibit at the Carl Cherry Center, 2016

An EIR was prepared for the proposed new building that would replace the Palo Alto Savings and Loan complex and architectural historian Sheila McElroy concluded that the Palo Alto Savings and Loan complex was not historic. The historic status of the Palo Alto Savings and Loan complex was appealed. Carmel's Historic Resources Board found that the Palo Alto Savings and Loan complex was an exceptional example of the Second Bay Region Style in Carmel and was significant under Criterion 3 of the California Register. The HRB upheld the appeal and voted to place the Palo Alto Savings and Loan complex on the local inventory.

The HRB's decision was appealed to the City Council. The Council determined that the Palo Alto Savings and Loan complex was not significant for its association with a person (Criterion 2) or architecturally significant (Criterion 3), and therefore would not be listed on the Carmel Inventory of Historic Resources. During the Council's deliberations, there was no mention of Will Shaw's association with the building, rather only Walter Burde was credited with the design of the building.

The current owners of the building have applied to build a small addition to the rear of the community building, a small structure that was built at the same time as the Palo Alto Savings and Loan's main building. This 608 square foot building is adjacent to the bank building and faces Dolores Street. It was

designed by Burde and Shaw using the same design vocabulary as the main bank building. In addition, the community building will be deconstructed and stored during the construction of an underground parking lot, and then reconstructed in the same location. This request has once again triggered an inquiry into the significance of the bank building and associated community room, now that 47 years have passed since construction and the fifty-year threshold for historic resources is looming.

This report evaluates previous reports and findings regarding the historical significance of the property, which will be referred to as the Palo Alto Savings and Loan complex. In addition, proposed changes to the community room are evaluated for consistency with the Secretary of the Interior's Standards for Rehabilitation.

Historical Background

The Palo Alto Savings and Loan complex, located at Seventh and Dolores, was constructed in 1972. Overtime other businesses have occupied the site including Northern California Savings and Loan, a furniture design store, and currently a restaurant. The building was a cooperative venture between former partners Walter Burde and Will Shaw. Burde designed the building while Will Shaw Associates executed the building. Burde and Shaw met while working for Carmel architect Robert Jones. Both men were proponents of Second Bay Area Regionalism, and the Palo Alto Savings and Loan complex reflects this interest.

The *Carmel Pine Cone* followed the construction of the building, starting with a hearing before the Planning Commission in November, 1971, where the plans for the building were presented. During the presentation Burde described their goals of integrating the building into its environment, including preserving the view of the distant Fish Ranch by "sloping the roof back to form a trough for the view down the street." Burde's plans called for painting the building's beams orange, a nod to his interest in Japanese design.

The demolition of the first Palo Alto Savings and Loan building, located on the same lot, commenced in March, 1971. The bank's former offices were known as "Barney's Golden Castle", a reference to Barnet Segal. The building was described as "a hulking building, which, back in 1957, created rage and outcry among the Carmel citizenry." It was often compared to a shower stall as it was built entirely of yellow tile. After the building was torn down, the *Carmel Pine Cone* noted that the proposed new building would be a "much more Carmelish style."¹ Groundbreaking took place in May, 1972 and construction was completed in September.

The building has changed very little over time. There were interior remodels in 1978, 2013 and 2018. There was a structural repair to a roof beam in 1986 and in 1999 Burde's signature orange beams were painted brown.

The Architects

Will Shaw (1924 – 1997) was born in Los Angeles. He attended UCLA and took graduate courses at UC Berkeley. While at Berkeley he was influenced by William Wurster and his non-doctrinaire approach to architecture. In Shaw's own designs he emphasized a building's compatibility with the natural environment and structural expressiveness. In 1955 he partnered with Walter Burde and Glenn Kearns

¹ *Carmel Pine Cone*, March 23, 1972, p. 24.

in their own architectural firm, located on Monte Verde, between Ocean and Seventh. In 1969 they opened a second office in Monterey.

Shaw designed a number of homes and businesses on the Monterey Peninsula, including the Buddhist Temple in Seaside. He also designed the school of architecture at Cal Poly in San Luis Obispo, reconstructed the Highlands Inn, and was the project architect for the Custom House urban renewal area in the 1970s.

In 1964 Shaw co-founded with Ansel Adams the Foundation for Environmental Design, an organization that promoted architectural design that blended with the environment. He was a fellow in the American Institute of Architects and American Academy in Rome. He was awarded the Prix de Rome in 1967 for environmental design.

Walter Burde (1912 – 1997) was born in Toledo, Ohio and entered Miami University in Oxford, Ohio, in 1934. He was inspired by Wright, Neutra, and west coast architecture designed to fit into natural environments. After graduation he joined an architectural firm in Toledo but in 1947 made the move to Pasadena, California, where he worked for the Lockheed Aircraft Corporation. The following year he moved to Carmel, joining Robert Jones' architectural firm as Chief Designer. It was here that he met Will Shaw. In 1972 Burde opened a new firm, partnering with Eugene W. Bayol. Burde became an American Institute of Architects Fellow in 1969, received the Monterey Bay Chapter AIA Award of Merit in 1959 and 1973, and received the Governor's design award in 1966 for the Shell Gas Station located on the corner of San Carlos and Fifth. He is known for several buildings in Monterey County most notably the Christian Science Church in Carmel, the original Monterey Airport Terminal and Tower, and Saint Paul's Episcopal Church in Salinas.

Both Will Shaw and Walter Burde are listed in the Carmel Context Statement as prominent architects.

Building Description

The Palo Alto Savings and Loan complex is described as follows in *The Architecture of the Monterey Peninsula*:

"The Northern California Savings and Loan building, on Dolores and Seventh Avenue, illustrates Shaw's ability to artistically fit this building into its environment and effectively and functionally use space. Shaw had a small lot to work with, but he used the space to its best advantage, by putting the rectangular building on the front corner of the lot and wrapping the parking area around the rear of the building. He effectively created the illusion of spaciousness with the building by using a steep, high, shed-type roof, redwood, mosaic stones, and glass gives the building a natural feeling compatible with the environment."

The description in *Carmel, A History in Architecture* reiterates these observations:

"The Northern California Savings and Loan building is an excellent example of Second Bay Area Regionalist design by Walter Burde and Will Shaw. It exhibits the use of natural materials, exposed roof framing, dramatic structural innovation, and the simple open plan characteristic of the style. Burde's work combines tradition and the elements of industry seeking to unite formal, technical, and social ideas."

In a letter dated April 26, 2006, State Historic Preservation Officer Milford Wayne Donaldson stated that the Palo Alto Savings and Loan complex represents an important period in the City's architectural heritage, writing:

"The Palo Alto Savings Building is one of a handful of buildings built in the Carmel commercial district in the latter half of the 20th century of architectural merit.

It is also of special architectural importance as an example of the Bay Area Style, which only a few examples can be found in Carmel. Among the style's prominent features, rooted in Craftsman Style, were the expressive use of natural woods color, the blending of the exterior with the interior, and structural modularity. This building not only exemplifies the Bay Area Style, but also shows Burde's interest in Japanese design, evident in much of the architect's work."

Following is a final description from an unknown publication²:

"Walter Burde, the architect of the Palo Alto Savings and Loan building, has melded definitive conceptual styles to form a significant building which admirably expresses the essence of Carmel architecture at mid-century. It sets back from the street just enough to make a welcoming gesture to those walking by. The building is beautifully detailed and composed of fine materials of great quality. There is clean simplicity in the vertical heart redwood on the walls which contrasts admirably with the large beams and rafters which give the interior a feeling of soaring space. These beams, painted orange, have been likened to similar beams in the Maybeck designed Carmel library, by Burde himself. Large portions of all four walls are glass from floor to ceiling and relate the building significantly to the environment. Its verticality connects the building effectively with the modern movement, which is then modified by Craftsman-like, medium pitched, end gable roof with generous overhangs. The rear roof plane is pierced with a ribbon of windows in a high dormer, then descends over a low exterior wall, forming a long porch."

Today the Palo Alto Savings and Loan complex retains a high level of integrity.

The Historic Context

The *Carmel Historic Context Statement* identifies the Bay Region style as important substyle within the larger theme of Modern architecture, stating:

"The Bay Region style became somewhat formalized when this loosely-knit group of architects in California's San Francisco Bay Area redefined Modern designs to include natural, local materials. The plentiful stock of redwood in Northern California made this an obvious choice for structural and aesthetic elements. The result was a softer expression of Modernism that was sensitive to California's unique setting, yet still incorporated key principles of the Modern movement, such as clean lines, strong horizontals, and open and airy designs. For proponents of Bay Regionalism, the site – topography, vegetation, viewshed – drove both the form and materials of the building. A Bay Region building was viewed as an organic extension of nature. Large expanses of glass window walls, sliding doors and partitions, and lofty ceilings allowed the outdoors to flow flawlessly into interior living spaces. In a place like Carmel where the natural environment reigned supreme, the Bay Region was a perfect fit."

² This unreferenced description was found in the 7th and Dolores building file at the Carmel Planning Department.

The Palo Alto Savings and Loan complex is clearly an example of the Bay Region style and includes the following **Character Defining Features**:

- Shed roof and copper roofing
- Angular forms and irregular massing
- Plate glass window walls
- Traditional materials used within a Modern architecture vocabulary
- Integration of the building within its setting
- Integration of the outdoors with interior spaces
- Redwood siding and beams

Historical Evaluation

National Register Criterion C, California Register Criterion 3 and Carmel Register Criterion 3 state that properties eligible under these criteria must meet at least one of the following requirements:

- They embody the distinctive characteristics of a type, period, or method of construction, or
- They represent the work of a Master, or
- They possess high artistic values

The Palo Alto Savings and Loan complex, embodies the distinctive characteristics of a type and period, as evidenced by the building descriptions. In addition, the building represents the work of two Masters, who combined their creative energies to create a unified vision. The Palo Alto Savings and Loan complex is eligible for listing under National Register Criterion C and California Register Criterion 3.

Eligibility for the Carmel Inventory prescribes additional requirements, specifically that a potential resource:

- Represents at least one theme in the Historic Context Statement
Carmel's Context Statement includes the theme of architectural development through 1965 and the bank building postdates this theme and therefore is not a representative.
- Shall retain substantial integrity
The building retains substantial integrity.
- Should be a minimum of 50 years of age
The building is 47 years old.
- Shall meet at least one of the four criteria for listing in the California Register
The building meets Criterion 3 of the California Register.

The Palo Alto Savings and Loan complex meets some of the Carmel Inventory requirements but does not meet all of them, therefore it is not eligible for listing in the Carmel Inventory.

The Fifty-Year Rule

The Palo Alto Savings and Loan complex is 47 years old. National Register Criterion G states that, "A property achieving significance within the last fifty years is eligible if it is of exceptional importance."

National Register Bulletin 15 and National Register Bulletin 22³ do not define “exceptional importance”, however both emphasize that a context must be established in order to evaluate a potential resource. Bulletin 22 states:

“A thorough understanding of historic contexts for resources that have achieved significance in the past 50 years is essential for their evaluation. In evaluating and justifying exceptional importance, it is especially critical to identify the properties in a geographical area that portray the same values or associations and determine those that best illustrate or represent the architectural, cultural, or historical values being considered. Thus, the first step in evaluating properties of recent significance is to establish and describe the historic context applicable to the resource.”

Carmel’s Historic Preservation Ordinance was modeled on the National Register Criteria and states that to be eligible for the Carmel Inventory, a historic resource should be a minimum of 50 years of age. The current Carmel Context Statement covers the decades from Carmel’s earliest development through 1965. The theme of the Bay Region Style is mentioned but not expanded upon. The Context Statement does not identify the buildings that best exemplify this type of architecture in Carmel nor does it establish the necessary perspective to evaluate buildings from subsequent decades. The City of Carmel is in the process of updating the current Context Statement to include resources dating between 1966 – 1990, and undoubtedly the Palo Alto Savings and Loan complex will be found to be a strong representative of its context within the theme of architectural development.

The California Register does not require a resource to be “exceptionally important” to be eligible for listing. Rather, if it can be demonstrated that sufficient time has passed to obtain a scholarly perspective about the resource, it can be considered for listing. In addition, it does not need to be exceptionally important [CCR 4852 (d)(2)].⁴

In the case of the Palo Alto Savings and Loan complex, sufficient time has passed to understand its historical importance. This is demonstrated by the descriptions of the building in scholarly publications, a letter from a recognized expert, and its inclusion in a museum respective on modern architecture in Carmel.

Due to National Register Criterion G and regulations in the Carmel Historic Preservation Ordinance, the Palo Alto Savings and Loan complex is currently **not** eligible for the National Register or Carmel Inventory. Nonetheless, the building **is eligible for the California Register**. The Palo Alto Savings and Loan complex is a historic resource for the purposes of CEQA.

³ *Guidelines for Evaluating and Nominating Properties that Have Achieved Significance within the Past 50 Years*. National Park Service, 1998.

⁴ CEQA Case Studies. *CEQA and the California Register: Understanding the 50-Year Threshold*. California Office of Historic Preservation. September, 2015.

The Secretary of the Interior's Standards for Rehabilitation

Compliance Evaluation

Historic resources are subject to review under the California Environmental Quality Act (CEQA). Generally, under CEQA, a project that follows the *Standards for Rehabilitation* contained within *The Secretary of the Interior's Standards for the Treatment of Historic Properties* is considered to have mitigated impacts to a historical resource to a less-than-significant level (CEQA Guidelines §15064.5).

The compliance of the proposed work at the Palo Alto Savings and Loan complex is reviewed below with respect to the *Rehabilitation Standards*. The Standards are listed in italics, with a response providing a discussion regarding the project's consistency or inconsistency with each Standard, and recommended changes if necessary.

Rehabilitation is defined as "the process of returning a building or buildings to a state of utility through repair or alteration, which makes possible an efficient use while preserving those portions of the building and its site and environment which are significant to its historic, architectural, or cultural values." (§36 CFR 67.2(b)).

The Project

The proposed project includes the construction of a new, two story apartment building on the adjacent lot which is currently a vacant parking lot. A 452 square foot addition would be constructed at the rear of the former Palo Alto Savings and Loan community room, which is considered a secondary building within the complex. The shed-roof building was constructed at the same time as the Seventh and Dolores bank building using the same copper roofing and redwood siding found in the main building. When constructed, the *Carmel Pine Cone* reported that the community room "would be open as a daytime reading room, with free coffee, cookies, magazines and the *Wall Street Journal*." ⁵ The room was available in the evenings for the use of community groups free of charge. It currently is used in conjunction with the restaurant in the main building.

The proposal includes the construction of a parking garage under the new apartment building, necessitating the deconstruction of the community room. Existing exterior finishes and all structural elements of the building's walls and roof will be deconstructed and then reconstructed in the same location. Code required changes during the reconstruction will include additional tie-downs, the addition of structural steel, a new fire sprinkler system, and the use of dual glazed windows for energy efficiency.

Standard One

A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

The community room is now part of the Seventh and Dolores restaurant. When the apartment complex is completed, it will be converted into a grocery store. There will be no change to the copper roof and

⁵ *The Carmel Pine Cone*. August 10, 1972.

redwood siding, both distinctive materials. The rear addition will not change features, spaces, or spatial relationships. The proposed work is consistent with Standard One.

Standard Two

The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize the property will be avoided.

The proposed addition to the community room will retain and preserve the historic character of both the main bank building and community room. Distinctive materials will not be removed. No features, spaces, or spatial relationships will be affected by the new addition. The proposed work is consistent with Standard Two.

Standard Three

Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historical properties, will not be undertaken.

No changes will be made to the community room that will create a false sense of historical development. The proposed work is consistent with Standard Three.

Standard Four

Changes to a property that have acquired historic significance in their own right will be retained and preserved.

There have been no changes over time to the community room, therefore Standard four is not applicable.

Standard Five

Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

The community room will be deconstructed by hand, photographed, categorized, and numbered to track exact placement and location of building elements. These elements will be transferred to a local storage area, cleaned, and protected for the duration of the parking garage construction. Once the parking garage is complete, the community room will be reassembled in its entirety on-site to meet current building and seismic code requirements. The exterior materials, including the redwood siding and trim, and the copper roofing – all character defining features – will be re-used.

The addition will be constructed on the rear elevation of the community room which is a non-character-defining elevation. The proposed work is consistent with Standard Five.

Standard Six

Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

The community room does not have any deteriorated features that require repair or replacement. The proposed work is consistent with Standard Six.

Standard Seven

Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

The plans do not call for any chemical or physical treatments. The proposed work is consistent with Standard Seven.

Standard Eight

Archeological resources will be protected and preserved in place.

No archeological resources have been located on the site. Standard Eight is not applicable.

Standard Nine

New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

Preservation Brief 14⁶ provides guidance for the application of Standard Nine with the following points:

- *A new addition should be simple and unobtrusive in design, and should be distinguished from the historic building.*
The proposed addition is simple and unobtrusive in design. It is distinguished from the community room through the use of formed in place concrete walls.
- *A new addition should not be highly visible from the public right of way; a rear or secondary elevation is usually the best location for a new addition.*
The new addition is not visible from Dolores Street, as it is located at the rear of the community room.
- *The construction materials and the color of the new addition should be harmonious with the historic building materials.*
Contemporary design and materials are not precluded from an addition to a historic building. Although the new addition is sided with concrete, the walls are not visible from the public right of way and do not detract from the primary elevation.
- *The new addition should be smaller than the historic building – it should be subordinate in both size and design to the historic building.*
The new addition is subordinate to the community room.

⁶ Preservation Brief 14. *New Exterior Additions to Historic Buildings: Preservation Concerns*. National Park Service. 2010.

- *The new addition should preserve significant historic materials, features, and form.*

The proposed work includes changing the facade fenestration. The fenestration is currently located to one side of the facade and consists of one plate glass window flanked by a sidelight. Plans call for centering the windows which will be changed to two plate glass windows. Unlike the main bank building, the community room windows are not character defining features as they do not fulfill the design function of integrating the outdoors with interior spaces.

The proposed work is consistent with Standard Nine.

Standard Ten

New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The new addition acts as a “hyphen” connection between the community room and the proposed new apartment building. If removed in the future the essential form and integrity of the historic property would be unimpaired. The proposed work is consistent with Standard Ten.

Summary

The Palo Alto Savings and Loan complex is currently eligible for listing on the California Register of Historic Resources and is a historic resource for the purposes of CEQA. In 2022, the complex will be eligible for listing in the Carmel Inventory.

The proposed project meets the Secretary of the Interior’s Standards for Rehabilitation. As a result, the project can be considered as having less than a significant level of impact on the historic resource.

Respectfully Submitted,



Margaret Clovis



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

February 4, 2020
PUBLIC HEARINGS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Dick Bower, Building Official

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: **Introduce** Ordinance 2020-001 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and, **Adopt** Resolution 2020-013 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

RECOMMENDATION:

1. Request a reading of the title of the Ordinance.
2. Motion to waive further reading and introduce Ordinance No. 2020-001, amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments.
3. Adopt Resolution No. 2020-013, approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

BACKGROUND/SUMMARY:

The State of California, Building Standards Commission (CBSC), under California Code of Regulations (CCR) Title 24, establishes the minimum standards for building construction; fire safety and prevention; and, public health and safety, in the built environment throughout the State. The CBSC updates Title 24 on a triennial cycle, with periodic updates as deemed necessary by the Commission between triennial updates. The CBSC has adopted the 2019 edition of the California Building, Residential, Fire, Electrical, Plumbing, Mechanical, Green Building, Energy, Historic Building and Existing Building Codes effective January 1, 2020. Local jurisdictions are required to begin enforcing the updated codes on that same date.

Ordinance 2020-001 (Attachment 1) adopts the codes enumerated in CCR Title 24 as required by the CBSC with local amendments addressing unique conditions and circumstances in the City of Carmel-by-

the-Sea as described in the Ordinance in accordance with CBSC requirements.

Significant changes include:

1. Establishes a new section 15.10 Residential Code which adopts the California Residential Code (CRC) as a separate section from the California Building Code (CBC) consistent with CBSC code adoption process which establishes the CRC as Part 2.5 of CCR Title 24.
2. Provides residential design criteria under CRC Table R403.1.3.
3. Repeals the 50 psi limit on water pressure coming into a building, reverting to the prescriptive California Plumbing Code's 80 psi limit.
4. Repeals the phasing chapter (15.54.050) for implementation of the California Green Building Standards Code (CBGSC). The section is no longer applicable due to full implementation of the CGBSC by the City and State in 2016.
5. Amends the Building and Fire Code definitions to clarify that "Escape Rooms" as defined in the code are considered "Special Amusement Buildings" subject to the requirements of CBC Sec. 411 and the Fire Code.
6. Clarifies stormwater management system requirements including adoption of the requirements specified in Building Safety Division Standard Operating Guidance (SOG) 17-07 (Attachment 2, Resolution 2020-013).
7. Adopts Solar Ready requirements for new construction. Solar Ready requirements, mandated by the State under California Energy Code Section 110.10, apply to new single-family residences located in subdivisions with ten or more single-family residences; new low-rise multifamily buildings; new hotel/motel occupancies and high-rise multifamily buildings; and, new non-residential buildings with three or less habitable stories other than health care facilities.

Additional options for Public Safety and Convenience

Fire Prevention: The State of California and Monterey County have experienced many significant, highly-destructive wildfires in recent years. While the causes have varied, the rapid growth and unusual fire behavior from many of these fires is thought to be the result of extended drought, limited vegetation management, and continued development in the wildland/urban interface areas (WUI) of the State. To mitigate the threat from wildfire, the State Fire Marshal has identified areas of moderate, high and very high fire hazard severity potential and has enacted additional protective measures required to be built into new construction within these zones.

CBC Chapter 7A provides the state requirements for new construction in identified wildland-urban interface areas. Within the State Responsibility Area (areas outside of local agency jurisdiction) Chapter 7A requirements apply in all three wildfire severity zones. Inside local agency jurisdictions, such as the City of Carmel-by-the-Sea, the requirements apply (by state mandate) only in areas mapped as Very High Fire Hazard Severity Zones (VHFHSZ). In the City of Carmel-by-the-Sea, the east and north sides of the City (Attachment 3) contain land classified as VHFHSZ and the provisions of Chapter 7A have been enforced for new construction since July 1, 2008.

In the remainder of the City, the prescriptive fire-resistant construction requirements of the California Building Code (CBC), California Residential Code (CRC), and California Fire Code (CFC) apply based on a buildings size, setbacks and occupancy type. To improve fire protection, the City has adopted a

requirement that all new roofs, or roof replacements of over 25%, include a Class A rated fire-resistant roof assembly. In addition, new construction, major remodels, and some changes in use require the installation of fire sprinkler systems.

Many of the unique features of the City such as its urban forest, small lots, minimal setbacks, aging and historic buildings, and predominantly unprotected wood framed construction could contribute to fire spread should a fire occur (wildfire or structure fire). To reduce the potential for a catastrophic fire, the City Council may consider additional fire protection requirements as described under Chapter 7A throughout the City. Options include:

- 1) Adoption of Chapter 7A requirements in all areas and zones of the City as are enforced in the VHFHSZ.
- 2) Adoption of select Chapter 7A requirements in all areas and zones of the City that are not within the VHFHSZ. Select requirements may include tempered glass in glazed openings; fire-resistant or non-combustible siding and/or decking; fire-resistant vents; fire-resistant doors, vegetation management/defensible space requirements; among others.

The Council could also elect to maintain the status quo and continue enforcing Chapter 7A requirements in the VHFHSZ only.

Staff recommends that the City explore Option 2, adoption of select requirements, that could improve the overall fire resistance of the City while accommodating environmental, cultural and social values and characteristics the City embraces.

Staff further recommends that the Council consider establishing a working group of partners and stakeholders to consider the options for increasing fire resistance through the City's building and fire codes. The recommendations of that working group could include proposed amendments to be brought before the Council for future consideration.

Public Workshop

On January 23, 2020 the City held a public workshop in the Council Chambers at City Hall to present the code amendments. Over 30 members of the public were in attendance including architects, designers, contractors, and owner/builders. Attendees had the opportunity to ask questions and City staff provided clarification on a number of items including solar ready requirements and stormwater drainage.

FISCAL IMPACT:

Fiscal impacts of this action on the City of Carmel-by-the-Sea will be minimal. No new revenues are anticipated as a result of this update, and no new resources are required to implement it.

PRIOR CITY COUNCIL ACTION:

The City Council approved updating Title 15 most recently in 2018 (Ord. 2018-003).

ATTACHMENTS:

- Attachment 1 - Ordinance 2020-001
- Attachment 2 - Resolution 2020-013

Attachment 3 - Fire Hazard Map

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

ORDINANCE NO. 2020-001

AN ORDINANCE AMENDING TITLE 15 OF THE CARMEL MUNICIPAL CODE AND ADOPTING THE 2019 CALIFORNIA BUILDING, RESIDENTIAL, ENERGY, FIRE, MECHANICAL, PLUMBING, ELECTRICAL, GREEN BUILDING, HISTORIC BUILDING, AND EXISTING BUILDING STANDARDS CODES WITH AMENDMENTS

WHEREAS, The City of Carmel-by-the-Sea has adopted the California Building Standards Code (CCR Title 24 and Title 25) as promulgated by the CA Building Standards Commission, related to buildings and construction in accordance with State law; and

WHEREAS, the updated 2019 California Building Standards Code was adopted by the State Building Standards Commission as the new code for this state effective January 1, 2020; and

WHEREAS, Title 15 of the Carmel Municipal Code has been revised to reflect the needs of our specific requirements under these codes and thereby may stand alone as the specific requirements for construction within the City of Carmel-by-the-Sea; and

WHEREAS, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City of Carmel-by-the-Sea (City) may adopt the provisions of the California Building Code; the CA Plumbing Code; the CA Mechanical Code; the CA Fire Code; the CA Electrical Code; the CA Energy Code; the CA Green Building Standards Code; the CA Historic Building Code; and the CA Existing Building Code to protect the health, welfare, and safety of the citizens of Carmel because of local climatic, geological, topographical, and environmental conditions; and

WHEREAS, this Ordinance was found to be exempt from environmental review, per the provisions of Section 15061(b)(3) of the California Environmental Quality Act (CEQUA) of 1970 as amended; and

WHEREAS, the City Council hereby finds as follows: Specific amendments have been established by the City which are more restrictive in nature than those sections adopted by the State of California (State Building Standards Code, and State Housing and Community Development Code) commonly referred to as Title 24 and Title 25 of the California Administrative Code. These "Findings of Fact" are submitted and made part of this Ordinance pursuant to Section 17958.5 and Section 17958.7 of the California Health and Safety Code. Under the provisions of Section 17922.2 of the California Health and Safety Code, local amendments shall be based on climatic, geographical, or topographical conditions. The Findings of Fact contained herein shall address each of these situations

and shall present the local situation, which either singularly or in combination causes the established amendments to be adopted.

Profile of the City of Carmel: The City of Carmel-by-the-Sea encompasses an area of approximately 1.08 square miles of land, with a resident population of approximately 3,800 people. There is a significant seasonal and visitor population to the City of Carmel making the actual daytime population significantly higher. The physical location of the City is on the Monterey Peninsula near the City of Pacific Grove, the City of Monterey, and unincorporated Monterey County.

The placement of the residential and commercial development within the City of Carmel has been carefully laid out, and works around the confined steep slopes, forested areas and shoreline areas. Other unique environmental characteristics include relatively small parcel sizes and residential streets that are not improved to the full right-of-way width but are left in a more natural state. Throughout the City and its vicinity are major roadways and highways that create barriers.

The following points were established as causes of concern to the City and are herein established and submitted as Findings of Fact:

Climatic I: The climate weather patterns within the City of Carmel are considered to be moderately effected by the Pacific Ocean and Monterey Bay, which create a year-round growing season. The normal year's rainfall is approximately eighteen to nineteen inches (18"-19") in the average calendar year. Summer conditions, with the prevalent Pacific High Cell create the mid-day fog normally associated with Carmel. This climatic fog assists natural vegetation growth.

Later in the year, the winds and drying vegetation mix to create hazardous fuel conditions, which has been responsible for wildland fires in recent years. While normal temperatures usually do not exceed 65-75 degrees, during late summer and early fall the temperatures can periodically climb higher. Recent drought conditions and typical afternoon sea breezes can contribute to rapid fire spread in the wooded, hillside areas of the City.

Because of weather patterns and population increases, the City of Carmel (like other California cities) has experienced water rationing and water allocation. Due to storage capacities and consumption, as well as climatic conditions, limited water resources are an issue.

While sound management of water resources is possible, actual demands on an already stressed water supply can be predicted.

Climatic II: The region is within a climate zone that requires compliance with energy efficiency standards for building construction. The amendments add up-to-date design standards that will add to energy efficiency in construction while maintaining nationally recognized health and safety standards.

Geographical I: Residents and visitors alike appreciate the scenic appeal and geographical features of the City of Carmel. The forested hills to the east and dunes and shoreline area to the west accent one another. The forested areas upslope of the coastal area give a feel of balance and a sort of backdrop for the City itself. These geographical features have influenced the siting of roadways and building sites, and can create difficulties for accessibility for firefighting forces.

The forested areas of oak and pines create windbreaks from oncoming winds, while producing fuel from fallen leaves, and dry and decaying trees and branches. The dry vegetation, steep terrain, and limited water availability contribute to concerns for wildland fires.

The City of Carmel has near its boundaries, potential active seismic hazards with respect to the "Navy", "Berwick Canyon", "Chupines", and "Seaside" faults. While systems have been developed to study and monitor the activity or earthquakes, science has not yet been able to reliably predict the potential for activity on these or any active fault.

Seismic activity within the City occurs periodically with little or no damage, although a real potential for damage exists relative to these four active faults. New construction may be limited by its respective distance to such faults, and replacement of existing structures will be costly.

The geographical layout of the forested areas creates hazardous conditions when a storm of gale-force winds causes trees to fall onto structures and roadways used for egress and public safety access. The Monterey Pine, a common species in the Carmel forest has a growing pattern, shallow root system, and inherent nature that lends itself to being blown over easily contributing to concerns for severe storm hazards.

Landslides have also been experienced within limited areas in the City of Carmel, particularly during and after winter storms due to excessive soil saturation. While stabilization can sometimes be provided, heavy rainfall events have caused slope failures. Landslides and soil erosion can result in impeded roadways within the City, again making accessibility difficult until properly cleared.

The hills surrounding and within the City of Carmel, have slopes that are typically an overall average of between five and ten percent; however, some areas have steeper slopes in excess of 20-30%. The City's elevation starts at sea level and extends to areas in excess of 200 feet above sea level. The elevation change and hilly areas contribute to the geographical foundation on which the City has built and will continue to build.

Geographical II: The region is located in an area of high seismic activity as indicated by the United States Geological Survey and California Geological Survey. Recent earthquake activity has indicated the lack of flexibility of materials and/or building systems has been a contributing factor to damages that reduced the protection of the life-safety of building occupants and increased the cost of rehabilitation of structures. Activities

have indicated the need for increased levels of safety in building systems, including but not limited to means of egress, wiring systems, and fire protection systems.

Topographical: The topographical element of this report is associated closely with the geographical element noted above. While the geographic features create the topographic conditions, the findings in this section are caused by the construction and design of the City of Carmel due to the elevation changes, as well as hills and drainages that are in the City.

The water supply (domestic and fire flow) system is directly affected by the topographic layout. The distribution system consists of water lines that carry the water from storage tanks reservoirs to the public via pipes. These street mains create lift-zones where the pressure and flows are adequate at lower elevations and minimal, sometimes critical supplies at the top. Water supply flow rates within the City of Carmel vary, presenting challenges to development, as well as fire suppression activities.

The roadway system is designed around the topography with respect to narrow, winding roads with varying grades and overhanging tree branches. The grades on some roadway surfaces exceed 20% and widths of less than twelve (12) feet for access in some areas. Due to traffic congestion on many streets, especially the commercial downtown area, vehicles double park for loading and unloading purposes. This creates barriers that increase response time for public safety personnel.

The topography also presents challenges to construction. In many cases, existing structures are being removed and replaced with larger buildings. Those existing structures which remain cause concern to the Fire Department because of the potential for outdated or inadequate fire protection (firewalls, fire extinguishing systems, etc.). The hazard exposure created by these structures poses a separate problem.

It is not uncommon to see existing buildings to be torn down and replaced with larger buildings. For practical and cost reasons, these new structures are often built of wood (Type V) construction. Building lots tend to be smaller than many other communities, and smaller setbacks are required. This presents a higher potential for conflagration within certain areas of Carmel. The concentrated commercial, as well as residential occupancies cause concern regarding the fire exposure elements of building-to-building and building-to-forest areas of the City.

The topographical nature of Carmel and its abundance of trees also can contribute to power failures caused when trees and tree limbs damage sections of electrical transmission lines. These power failures cause electrically powered pumps to become inactive, interrupting water supplies. Vehicular accidents also have been known to interrupt these pumping operations, due to narrow streets which are congested with residents and visitors.

Lastly, while possibly not being within the “topographical” context of Findings of Fact, the historical significance is a major visitor draw for the City of Carmel. Buildings and roadways have been preserved to create a lasting reminder of what has been.

While many of the historical structures are small and surrounded by landscaped courtyards, etc., some buildings are constructed closer than would be presently allowed under the California Building Code. Construction methods were also less restrictive than would be required today. These structures and settings create barriers, which firefighters must work around and protect from exposure. Several historical buildings dating back to the 1800’s are irreplaceable.

These Findings of Fact which identify the various “climatic, geographical, and topographical” conditions, are considered reasonably necessary to modify the requirements established pursuant to Health and Safety Code Section 17922 based upon local conditions.

While it is clearly understood that the adoption of these regulations may not prevent the incidence of fire or building related accidents, implementation of these various regulations and/or requirements may serve to reduce the severity and potential loss of life and property.

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

SECTION 1. Title 15 of the Municipal Code of the City of Carmel-by-the-Sea is amended as follows:

Chapter 15.04 Administration of Building Codes

15.04.020 Definitions

A. As used in this title, unless otherwise apparent from the context, the following words and phrases shall have the stated meaning:

1. “Building Department” means the office of building inspection and zoning enforcement of the City.
2. “Building Official” and “administrative authority” mean the Chief Building Official of the City and/or her/his duly appointed deputies or assistants.
3. “Class B noise” includes noise created or generated within or adjacent to residential property which is necessary and normally associated with property maintenance and construction. Class B noise includes, but is not limited to, noise created by power equipment and tools, appliances, workshops, vehicle repairs and testing, and construction projects.

4. "Construction codes" means those certain building construction codes adopted by the City and made a part of the municipal code.
5. "Demolition" is the complete destruction and removal/takedown of all above-and/or below-ground elements of a building or structure excluding basements that are in conformance with all building and zoning standards.
6. "Escape Room" means a room in which patrons or participants are confined or enclosed in a room or space in which the means of egress and exit doors are intentionally obscured requiring the occupants to find a means of escape (the means of egress) by discovering hidden clues and solving a series of riddles, puzzles or problems.
- ~~6-7~~. "Existing building" is a building erected prior to the adoption of this code, or one for which a legal building permit has been issued. All additions and/or changes to any existing building shall be reviewed by the Department of Community Planning and Building and/or the Planning Commission.
- ~~7~~ 8. "Garden fence" is an enclosure or barrier made of wood or metal, used as a boundary, means of protection, privacy screening, or confinement, but not including walls, masonry structures, hedges, shrubs, trees or other natural growth.
- ~~8~~ 9. "Garden wall" is a linear, masonry structure used within a landscape to define a boundary, path, planting area or other design feature. Garden walls are exposed on both sides and do not retain soil, slopes or terraces. (See also "Retaining wall.")
- ~~9~~ 10. "Person" includes an individual, corporation, partnership, firm, association, and legal representative of an estate or person.
11. "Projection" means a building feature connected to and supported by the exterior walls of a building or structure that extends horizontally beyond the vertical plane of the exterior side of the building foundation walls. Projections include such features as eaves, decks, balconies, chases, and bay windows, etc.
- ~~10~~ 12. "Rebuilding" is the act of making extensive repairs and/or modifications to an existing building or structure. "Rebuilding" shall include, but not be limited to:
 - a. The removal/takedown from any building or structure of more than or equal to 50 percent of any of the following:
 - i. The external surfaces or cladding of exterior walls; and/or
 - ii. The structural framing of exterior walls; and/or
 - iii. The roof framing; and/or

- b. Obscuring from view 50 percent or more of the exterior walls or wall cladding of any building or structure through construction of an addition, or by application of an exterior material over the existing exterior material.

Portions of walls, wall cladding, wall framing, or roof framing proposed to be retained shall be considered rebuilt if less than 10 feet in length for walls, wall cladding, or wall framing, or less than 100 square feet of roof framing remain. All such portions of walls, wall cladding, wall framing, or roof framing shall be included in the calculation of the total amount of walls, wall cladding, wall framing, or roof framing and considered rebuilt.

Portions of walls, wall cladding, wall framing, or roof framing that are nonconforming (Chapter [17.36](#) CMC, Nonconforming Uses and Buildings), and are not proposed for removal/takedown, shall not be included in the calculation of the total amount of walls, wall cladding, wall framing, or roof framing to be retained.

44 13. "Retaining wall" means a wall that holds back earth, water, or other liquids.

42 14. "Special Amusement Building. A special amusement building is any temporary or permanent building of portion thereof that is occupied for amusement, entertainment or educational purposes and that contains a device or system that conveys passengers or provides a walkway along, around or over a course in any direction so arranged that the means of egress path is not readily due to visual or audio distractions or is intentionally confounded or is not readily available because of the nature of the attraction or mode of conveyance through the building or structure.

The term "Special Amusement Building" shall include spaces or areas used as "Escape Rooms".

44 15. "Sphere of influence" means the area including the City of Carmel-by-the-Sea and its surrounding area as defined in the City's General Plan.

44 16. "Transient Rental". Any residential unit that is occupied for the purposes of sleeping, lodging, or similar reasons for a period of less than 30 consecutive days in exchange for a fee or similar consideration. These units are required to pay transient occupancy tax and are classified as a Group R-1 occupancy if the site contains more than one transient rental unit (CMC 15.04.020(13).

17. "Wall cladding" is all exterior materials of a building including wall surfaces, windows, doors, chimneys, etc.

15.04.110 Permit – Validity – Expiration

B. Time Limitation of Applications. Applications for which no permit is issued within 180 days following the date of the application shall expire, and the plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the

Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding ~~180~~ 90 days on written request by the applicant showing that circumstances beyond control of the applicant shall have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

Expiration of Permits. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void if the project authorized by such permit has not achieved an approval for one of the required inspections identified in Section 110.3 of the 2019 California Building Code within ~~180~~ one-year (365 days) of such permit issuance.

15.04.130 Enforcement – Right of Entry

B. Whenever necessary to make an inspection to enforce any provision of this title or of the model codes adopted herein, or whenever the Building Official or her/his authorized representative has reasonable cause to believe that there exists in any building or upon any premises, any condition which makes such building or premises unsafe as defined in the ~~2016~~ 2015 International Property Maintenance Code, the Building Official or her/his authorized representative may enter such building or premises at all reasonable times to inspect same or to perform any duty imposed on the Building Official by this code; provided, that if such building or premises be occupied, s/he shall first present proper credentials and demand entry; and if such building or premises be unoccupied, s/he shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the building or premises and demand entry.

If such entry is refused, the Building Official or her/his authorized representative shall have recourse to every remedy provided by law to secure entry. "Authorized representative" shall include duly appointed deputies and assistants.

No owner or occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper demand is made as herein provided, to promptly permit entry therein by the Building Official or her/his authorized representative for the purpose of inspection and examination pursuant to this title. Any person violating this section shall be guilty of an infraction. (Ord. 2018-03 § 1 (Exh. A § 4), 2018; Ord. 99-04 (Exh. B), 1999; Ord. 89-29 § 1, 1989; Code 1975 § 1113.1).

Chapter 15.08 Building Code

15.08.010 Adoption.

Except as otherwise amended by this chapter and Chapter 15.04 of this City Code, the following model codes are hereby adopted and are incorporated in this chapter by reference and made a part hereof as if fully set forth herein:

A. ~~2016~~ 2019 California Building Code and Appendices;

B. ~~2016~~ 2019 California Historic Building Code;

- C. 2046 2019California Existing Building Code;
- D. 2046 2019California Residential Code;
- E. 2046 2019California Plumbing Code;
- F. 2046 2019California Electric Code;
- G. 2046 2019California Mechanical Code;
- H. 2046 2019California Green Building Standards Code;
- I. 2046 2019California Fire Code;
- J. 2046 2015International Property Maintenance Code
- K. 2046 2019 California Energy Code

The Very High Fire Hazard Severity Zone Map, as transmitted to the City on November 18, 2008, by the Department of Forestry and Fire Protection, is also adopted as required by law. (Ord. 2017-04 § 1 (Exh. A), 2017; Ord. 2013-07 § 1 (Exh. A), 2013; Ord. 2010-05 § 1 (Exh. A), 2010; Ord. 2009-04, 2009; Ord. 2008-02 § 1, 2008; Ord. 2003-03 § 2, 2003; Ord. 99-04 (Exh. B), 1999; Ord. 96-1, 1996; Ord. 89-29 § 1, 1989; Code 1975 § 1121.0).

~~15.08.230 Surface Waters – Duties of Reasonable Care~~

~~Every person must take reasonable care in using her/his property to avoid injury or damage to adjacent properties through the flow of surface water runoff or runoff from impervious surfaces including roof drainage systems. Impervious surface water drainage shall drain into an approved drainage system designed in accordance with Building Safety Division, Standard Operating Guidance 17-07; or drain to the public way via a noncorrosive device as approved by the Director of Public Works. Cross lot drainage should be avoided whenever possible, as determined by the Building Official. Cross lot drainage shall only be approved when no other viable option is available and the drainage system is located in an easement for all affected properties, duly recorded with the Monterey Co. Recorder's Office for that purpose. (Ord. 96-1, 1996). Repealed (duplicative)~~

15.08.260 Exemption for Pending Applications.

The provisions of the 2046 2019 Editions of the California Building Code, and Appendices, the 2046 2019 California Historic Building Code, the 2046 2019 California Mechanical Code, the 2046 2019 California Plumbing Code, the 2046 2019 California Electrical Code, the 2046 2019 California Fire Code, the 2046 2015 International Property Maintenance Code, the 2046 2019 Existing Building Code, and the 2046 2019 California Energy Code, as adopted and amended herein, shall not apply to any building or structure for which application for a building permit was made prior to January 1, 2047

2020. Such buildings or structures shall be erected, constructed, enlarged, altered, or repaired in accordance with the provisions of this chapter in effect at the date of said application.

15.08.270 Amendments to the 2016 California Residential Code.

Section R403.1.3 of the ~~2016~~ California Residential Code is hereby amended to read as follows:

~~R403.1.3 Footing and stem wall reinforcement in Seismic Design Categories D0, D1 and D2. Concrete footings located in Seismic Design Categories D0, D1, and D2, as established in Table R301.2(1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing. Repealed~~

15.10 Residential Code

15.08.270 15.10.010 Adoption.

The 2019 California Residential Code, copies of which are on file with the City Clerk as required by law, is adopted by reference and incorporated into this title as the residential code for the City except as amended in this chapter and in Chapter 15.04 CMC. (Ord. 2018-03 § 1 (Exh. A § 4), 2018; Ord. 2017-04 § 1 (Exh. A), 2017; Ord. 2013-07 § 1 (Exh. A), 2013; Ord. 2010-05 § 1 (Exh. A), 2010; Ord. 2009-04, 2009; Ord. 2008-02 § 1, 2008; Ord. 2003-03 § 2, 2003; Ord. 99-04 (Exh. B), 1999; Ord. 96-1, 1996; Ord. 89-29 § 1, 1989; Code 1975 § 1121.0).

15.10.020 Very High Fire Hazard Severity Zone Adopted

The Very High Fire Hazard Severity Zone Map, as transmitted to the City on November 18, 2008, by the Department of Forestry and Fire Protection, is also adopted as required by law.

15.10.030 Amendments to the 2019 California Residential Code.

Section R403.1.3 of the ~~2016~~ 2019 California Residential Code is hereby amended to read as follows:

1. Table R301.2(1) is amended to read as follows:

Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject to Damage From			Winter Design Temp. ^g	Ice Barrier Underlayment Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp. ^j
	Speed ^d (mph)	Topographic Effects ^e	Special Wind Region ^f	Windborne Debris Zone ^g		Weathering ^a	Frost Line Depth ^b	Termite ^c					
0	110	N/A	No	No	D	Negligible	12	Yes	40	No	2009	NA	56.5

2. Section R403.1.3 is amended to read as follows:

Section R403.1.3 Footing and stem wall reinforcement in Seismic Design Categories D0, D1 and D2. Concrete footings located in Seismic Design Categories D0, D1, and D2, as established in Table R301.2(1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

Chapter 15.18 Site Drainage

15.18.010 Adoption

A. All site and roof runoff created by new or increased impervious area shall be directed onto the private property of its origin and infiltrated through ~~seepage pits, French drains, and/or leach fields~~ an on-site stormwater management system designed in accordance with City of Carmel Standard Operating Guidance 17-07 (Council Policy XXX) where possible and may not cross lot lines to adjoining properties unless an easement for that purpose is duly recorded with the Monterey County Recorder's Office. Any runoff waters from the site that may be directed onto the public right-of-way/or City storm drain system shall be done with prior approval of the Public Works Director.

Chapter 15.20 Mechanical Code

15.20.010 Adoption

The ~~2016~~ 2019 California Mechanical Code, copies of which are on file with the City Clerk as required by law, is adopted by reference and incorporated into this title as the mechanical code for the City, except as amended in this chapter and Chapter [15.04](#) CMC. (Amended during 4/17 update; Ord. 2014-02 § 1, 2014; Ord. 2013-07 § 1 (Exh. A), 2013; Ord. 2010-05 § 1 (Exh. A), 2010; Ord. 2008-02 § 1, 2008; Ord. 2003-03 § 2, 2003; Ord. 99-04 (Exh. B), 1999; Ord. 96-1 § 1, 1996; Ord. 92-24, 1992; Ord. 89-29 § 1, 1989; Code 1975 § 1131.0).

Chapter 15.24 Plumbing Code

15.24.010 Adoption

The ~~2016~~ 2019 California Plumbing Code, copies of which are on file with the City Clerk as required by law, is adopted by reference and incorporated into this title as the plumbing code for the City, except as amended in this chapter and in Chapter [15.04](#) CMC. (Ord. 2017-04 § 1 (Exh. A), 2017; Ord. 2013-07 § 1 (Exh. A), 2013; Ord. 2010-05 § 1 (Exh. A), 2010; Ord. 2008-02 § 1, 2008; Ord. 2003-03 § 2, 2003; Ord. 99-04 (Exh. B), 1999; Ord. 92-24, 1992; Ord. 89-29 § 1, 1989; Code 1975 § 1141.0).

15.24.080 Amendments to the ~~2016~~ 2019 California Plumbing Code.

~~Section 608.2 is hereby amended to read as follows:~~

~~608.2 Excessive Water Pressure. Where static water pressure in the water supply exceeds 50-80 psi, an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to 50-80 psi or less. Pressure regulator(s) equal to or exceeding 1 ½ inches shall not require a strainer. Such regulators shall control the pressure to water outlets in the building unless otherwise approved by the Authority Having Jurisdiction. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and sloped bore sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or~~

~~disconnecting the supply piping. Pipe size determinations shall be based on 80 percent of the reduced pressure where using Table 610.4. An approved expansion tank shall be installed in the cold water distribution piping downstream of each such regulator to prevent excessive pressure from developing due to thermal expansion and to maintain the pressure setting of the regulator. Expansion tanks used in potable water systems intended to supply drinking water shall be in accordance with NSF 61. The expansion tank shall be properly sized and installed in accordance with the manufacturer's installation instructions and listing. Systems designed by registered design professionals shall be permitted to use approved pressure relief valves in lieu of expansion tanks provided such relief valves have a maximum pressure relief setting of 100 psi or less.~~
Repealed

Chapter 15.28 Water Conservation

15.28.020 Standards for Water Conservation and Plumbing Fixtures

A. The following standards are established to achieve water conservation:

1. Fixture flow rates shall comply with the requirements of the most recent edition of the California Green Building Standards Code.
2. All ornamental fountains, permanent swimming or wading pools and similar structures shall employ recirculation systems.
- ~~3. All water pipes and connections to water delivery mains shall be equipped with valves to reduce water pressure to 50 pounds of pressure or less per square inch.~~
- 4.3. All hot water pipes shall be insulated.

Chapter 15.36 California Electrical Code

15.36.010 Adoption

The ~~2016~~ 2019 California Electrical Code, based on the National Electric Code, as promulgated by the National Fire Protection Association, copies of which are on file with the City Clerk as required by law, is adopted by reference and incorporated into this title as the electrical code for the City, except as amended in this chapter and in Chapter 15.04 CMC. (Amended during 4/17 update; Ord. 2014-02 § 1, 2014; Ord. 2013-07 § 1 (Exh. A), 2013; Ord. 2010-05 § 1 (Exh. A), 2010; Ord. 2008-02 § 1, 2008; Ord. 2003-03 § 2, 2003; Ord. 99-04 (Exh. B), 1999; Ord. 96-1 § 1, 1996; Ord. 91-1 § 1, 1991; Code 1975 § 1161.0).

Chapter 15.54 Green Building Standards Code

~~15.54.050 Chapter Phasing~~

~~A. Phase 1. Prior to August 1, 2010, this chapter shall not be mandatory. Unless exempt, all applicants shall submit the appropriate checklist properly filled out, but are not required to achieve a specific point total in order to obtain building permit approval.~~

~~B. Phase 2. Beginning on August 1, 2010, all building permit applications that are not exempt, or that are not associated with planning permit applications that have been approved or determined to be "complete" by the Planning Department prior to August 1, 2010, shall comply with the requirements of this chapter. (Ord. 2009-09, 2009; Ord. 2009-08, 2009).~~

Repealed

Chapter 15.55 California Fire Code

- 15.55.010 ~~2016~~ 2019 California Fire Code – Adopted
- 15.55.020 Fire Code – Effective Date – Copy on File
- 15.55.030 Definitions
- 15.55.040 Establishment of Limits in Which Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks Is Prohibited.
- 15.55.050 Establishment of Limits in Which Storage of Liquefied Petroleum Gases is Prohibited.
- 15.55.060 Establishment of Limits in Which Storage of Explosives and Blasting Agents is Prohibited.
- 15.55.070 Establishment of Limits in Which Storage of Stationary Tanks or Flammable Cryogenic Fluids is Prohibited.
- 15.55.080 Establishment of Limits in Which Storage of Hazardous Materials is Prohibited.
- 15.55.090 Fireworks Prohibited.
- 15.55.100 Amendments to the California Fire Code
- 15.55.110 Repeal of Conflicting Ordinances
- 15.55.120 Validity

*Prior legislation: Code 1975 §§ 720.0 – 725.0, 726.0, 726.1, 730.0 – 730.0 (o), Ords. 325 C.S., 77-2, 79-21, 82-11, 83-25, 85-21, 86-17, 87-11, 89-24, and 95-15.

15.55.010 ~~2016~~ 2019 California Fire Code – Adopted

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the ~~2016~~ 2019 California Fire Code (~~2015 International Fire Code~~), published by the International Code Council, save and except those portions as are deleted, modified, or amended, of which code not less than ~~three~~ one copy ~~ies are~~ is now on file in the office of the City Clerk, is adopted and incorporated in the municipal code as if set out at length in this code, and the provisions thereof shall be controlling within the limits of this City. (Ord. 2018-03 § 1 (Exh. A § 4), 2018).

15.55.020 Fire Code – Effective Date – Copy on File

The effective date for the ~~2016~~ 2019 California Fire Code adopted by

CMC 15.55.010 within the City shall be January 1, 2017 2020. The City Clerk shall maintain on file in the official records the edition of the California Fire Code currently in effect at all times. (Ord. 2018-03 § 1 (Exh. A § 4), 2018).

15.55.100 Amendments to the California Fire Code

The 2016 2019 California Fire Code is amended and changed as follows as described in subsections (1) through (36) of this section.

4. ~~Section 102.3 is amended to read as follows:~~

~~102.3 Change of use or occupancy. No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same groups or occupancy or in a different group of occupancies, unless such structure is made to comply with the provisions of this code. Repealed~~

5. Section (A) 105.1.2 is amended to read as follows:

(A) 105.1.2 Types of permits. There are two types of permits as follows:

1. Operational permit. Any and all conditions of an operational permit will be established through a separate Resolution approved by the City Council.

2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section (A) 105.1.4 7.

7. Section 105.7.5 7 is amended to read as follows:

105.7.5 7 Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related systems, including systems installed in Group R-3 occupancies (one- and two-family homes. Maintenance performed in accordance with this code is not considered a modification and may not require a permit as determined by the fire code official.

8. Section ~~409.3~~ 110.4 is amended to read as follows:

~~409.3~~ 110.4 Violation penalties. Persons who shall violate any provision of this code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction, punishable by a fine not more than five hundred dollars (\$500.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

9. Section ~~411.4~~ 112.4 is amended to read as follows:

~~411.4~~ 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 109.3 of this code.

9.5 Section 202 is amended to include the following definitions.

“Escape Room” means a room in which patrons or participants are confined or enclosed in a room or space in which the means of egress and exit doors are intentionally obscured requiring the occupants to find a means of escape (the means of egress) by discovering hidden clues and solving a series of riddles, puzzles or problems.

“Special Amusement Building. A special amusement building is any temporary or permanent building or portion thereof that is occupied for amusement, entertainment or educational purposes and that contains a device or system that conveys passengers or provides a walkway along, around or over a course in any direction so arranged that the means of egress path is not readily due to visual or audio distractions or is intentionally confounded or is not readily available because of the nature of the attraction or mode of conveyance through the building or structure.

The term “Special Amusement Building” shall include spaces or areas used as “Escape Rooms”.

10.4 Section 304 is added to read as follows:

Section 304 – Combustible Materials

Storage and Accumulation of Rubbish and Vegetation

304 Rubbish within Dumpsters. In all rooms or aboveground outside areas, adjacent to a building or underneath roof overhangs or when located nearer than 10 feet to an adjacent property line, containers used for storage of combustible waste materials in other than Group R, Division 3 occupancies shall be protected by automatic sprinkler protection. Such sprinklers may be connected to the domestic water supply, provided sufficient coverage of the area is provided and an approved accessible shutoff valve is provided for each room or area.

Exception: Trash areas adjacent to solid brick or concrete walls with no openings or eaves and a minimum of ten feet (10') separation distance between the dumpster and adjacent property line are not required to be protected by automatic sprinkler system(s).

16. Section 505.1 is amended to read as follows:

Section 505.1 Address identification. Buildings and parcels shall be identified by a description of Parcel location relative to the nearest cross-street intersection as determined by the Community Planning and Building Department. For multi-tenant buildings, unit identifiers shall be provided as follows:

1. Multi-family dwelling units (apartments, condominiums) - shall be designated using alphabetic characters (i.e. A, B, C...). When the building contains multiple floors, the floor number shall precede the alphabetic unit designator (i.e. 1-A, 2-B, etc.)

2. Non-residential, multi-tenant buildings - individual tenant spaces shall be assigned numeric identification (i.e. 1,2,3, etc.) When the building contains multiple floors, the floor number shall precede the numeric unit designator and shall be separated by the number "0" (i.e. first floor units: 10x; second floor units: 20x).

3. Mixed Use buildings – Residential units shall be designated as described in 1 above. Nonresidential units shall be designated as described in 2.

16.5 Section 506.1 is amended to read as follows:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box or other approved emergency access device to be installed in an approved location. The key box or other approved emergency access device shall be of an approved type and shall contain keys or other information to gain necessary access as required by the fire code official.

21. Section 901.4.5 is ~~added~~ amended to read as follows:

~~901.4.5 Nonoperational equipment.~~ Appearance of Equipment. Any device that has the physical appearance of life safety or fire protection equipment but that does not perform that life safety or fire protection function shall be prohibited. Any fire protection equipment that is no longer in service shall be removed.

22. Section 901.4.4 6.01 is added to read as follows:

~~901.4.4~~ 6.01 Responsibility. The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

~~22~~ 23. Section 901.6.3 02 is added to read as follows:

901.6.3 02 Qualifications of Inspection, Testing and Maintenance Personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed in accordance with the California Business & Professions Code or by the California State Fire Marshal.

~~23~~ 24. Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into or relocated within the jurisdiction. This section supersedes the square footage limitations of all subsections within Section 903.2.

Exceptions:

(1) Structures not classified as Group R occupancies and not more than 500

square feet in total floor area.

- (2) Detached agricultural buildings, as defined by this code, located at least one hundred feet (100') from any other structure or the property line, whichever is closer.
- (3) Accessory structures associated with existing non-sprinklered R-3 occupancies (one or two family dwellings) and less than 1500 square feet in total fire area.
- (4) Where an insufficient water supply exists to provide for an automatic fire sprinkler system and where the fire code official permits alternate protection.

24 25. Section 903.2.8 is amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two-family dwellings, townhomes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems.

25 26. Section 903.3.1.1.23 is added to read as follows:

903.3.1.1.2 3 Elevators. Automatic fire sprinklers shall not be installed at the top of passenger elevator hoistways or in the associated passenger elevator mechanical rooms.

903.3.1.1.2 3.1 Where automatic fire sprinklers are not installed at the top of passenger elevator hoistways, heat detectors for the shunt trip mechanism shall not be installed, nor shall smoke detectors for elevator recall be installed.

903.3.1.1.2 3.2 Where automatic fire sprinklers are not installed in associated elevator machine rooms, heat detectors for the shunt trip mechanism shall not be installed. A smoke detector shall be installed for elevator recall.

26 27. Section 903.3.1.3 is amended to read as follows:

903.3.1.3 NFPA 13 D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13 D.

903.3.1.3.1 All fire sprinkler systems installed in one-and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for a two-hour duration.

903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems off of a single water meter. A separate shut-

off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the fire code official.

903.3.1.3.3 Automatic sprinklers shall be installed in all bathrooms, regardless of square footage.

903.3.1.3.4 Automatic sprinklers shall be installed in all attached garages and structures.

903.3.1.3.5 Automatic sprinklers shall be installed in all accessible storage areas.

903.3.1.2.5.1 Automatic sprinklers shall be installed in all under-stair spaces including all closets.

903.3.1.3.6 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the bathroom lighting circuit.

~~27~~ 28. Section 903.4.1 is amended to read as follows:

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved UL-listed central station as defined in NFPA 72-20-10, or, when approved by the fire code official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system and shall be documented as a UL certificated central station service system.

(Exceptions remain unchanged)

~~28~~ 29. Section 903.4.2 is amended to read as follows:

903.4.2 Alarms. One exterior approved audible device shall be connected to every automatic sprinkler system in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section 903.4.2.1.

~~29~~ 30. Section 903.4.2.1 is added to read as follows:

903.4.2.1 Where an automatic fire sprinkler system is installed in a building with more than one tenant or with over 100 sprinkler heads, audible and visible notification appliances shall be installed throughout the building as follows:

- a. Audible notification appliances shall be installed so as to be audible at 15 dBA above average sound pressure level throughout the building.
- b. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
- c. Visible notification appliances can be eliminated in normally unoccupied portions of buildings where permitted by the fire code official

EXCEPTION: The requirements of this section do not apply to Group R-3 Occupancies.

30 31. Section 903.4.3 is amended to read as follows:

903.4.3 Floor control valves. Approved indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in all buildings over one story in height, and shall be individually annunciated as approved by the fire code official.

30 31.4 Section 903.6 is amended to read as follows:

903.6 Repairs, Alterations, and Additions. In all buildings, except where otherwise provided herein in this Section, where the total floor area exceeds five thousand square feet (5000 sf), or which are forty feet (40') or more in height, or which are three or more stories in height, they shall be made to comply with the provisions of this Section.

In all buildings where the total floor area exceeds five thousand square feet (5000 sf) or which are forty feet (40') or more in height, or which are three or more stories in height, if the repairs or alterations are made exceeding twenty-five percent of the current market value of the building and property as shown in the records of the County Assessor within any three hundred sixty five (365) day period shall be made to comply with the provisions of this section.

Definitions.

Repair. It is the reconstruction or renewal of any part of an existing building or structure for the purpose of its maintenance.

Alteration. It is any change, addition, or modification in construction or occupancy.

Exception: Projects where the sole purpose is for seismic upgrade.

Existing commercial and Group R, Division 3 residential buildings to which additions, alterations, or repairs are made that involve the removal or replacement of 50 percent or greater of the linear length of walls of the building (exterior plus interior) within a five-year period shall meet the requirements of new construction of this code.

30 ~~31.6~~ Section 904.14~~2.6~~ is added to read as follows:

904.14~~2.6~~ Non-Conforming Restaurant Cooking Appliances and Fire Extinguishing Systems. All non-conforming restaurant cooking appliances, hood and duct systems, and fire extinguishing systems found to exist as of the effective date of this Ordinance shall be made to conform to the requirements of this Section within 90 days of notification. It shall thereafter be unlawful for any person to maintain or suffer to be maintained any non-conforming restaurant cooking appliance, hood and duct system or fire extinguishing system on any property owned or controlled by said person within the City of Carmel.

34 ~~32.~~ Section 907.1.6 is added to read as follows:

907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within a single protected premise are not permitted, unless specifically authorized by the fire code official.

~~32. Section 907.2 is amended to read as follows:~~

~~907.2 Exception 1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control. Repealed~~

33. Section 907.7.4 ~~6.6.4~~ is added to read as follows:

907.7.4 ~~6.6.4~~ Zone transmittal. Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

34. Section 907.7.5 ~~6.6.5~~ is amended to read as follows:

907.7.5 ~~6.6.5~~ Monitoring. Fire alarm systems required by this chapter, by the California Building Code, or installed voluntarily shall be monitored by a UL-listed central station and shall be documented as UL-certificated central station service systems in accordance with NFPA 72-2010 and this section.

35. Section 907.8.2 ~~7.2~~ is amended to read as follows:

907.8.2 ~~7.2~~ ~~Completion documents~~ Record of completion. A record of completion in accordance with NFPA 72 verifying that the system has been installed and tested in accordance with the approved plans and specifications shall be provided. ~~The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations included in the record of completion:~~

1. A record of completion in accordance with NFPA 72.

2. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications, and has been 100% tested in accordance with NFPA 72.

3. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the fire code official.

35.4 Section 907.43.8.5 is amended to read as follows:

907.43 8.5 Inspection, testing and maintenance. The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. Access shall be provided to each fire alarm system component for periodic inspection, maintenance and testing. Service personnel shall meet the qualification requirements of NFPA 72 for inspection, testing and maintenance of such systems. Records of inspection, testing and maintenance shall be maintained.

Chapter 15.57 Property Nuisances

[15.57.010](#) Maintenance of Property – Nuisances Designated.

[15.57.015](#) 2015 International Property Maintenance Code – Adopted

[15.57.018](#) Amendments to the 2015 International Property Maintenance Code

[15.57.020](#) Abatement by Repair, Rehabilitation, Demolition or Removal.

[15.57.030](#) Declaration of Nuisance.

[15.57.040](#) Notice – Form.

[15.57.050](#) Notice – Service Authority – Response Time.

[15.57.060](#) Notice – Proper Service, Mailing, Posting.

[15.57.070](#) Hearing by City Administrator or Duly Authorized Representative.

[15.57.080](#) Decision of City Administrator.

[15.57.090](#) Limitation of Filing Judicial Action.

[15.57.100](#) Service of Order to Abate.

[15.57.110](#) Record of Cost for Abatement.

[15.57.120](#) Report – Hearing and Proceedings.

[15.57.130](#) Assessment of Costs Against Property – Lien.

[15.57.140](#) Alternative Remedies.

[15.57.150](#) Violations.

15.57.015 2015 International Property Maintenance Code – Adopted

The 2015 International Property Maintenance Code, copies of which are on file with the City Clerk as required by law, is adopted by reference and incorporated into this title as the property maintenance code for the City, except as amended in this Chapter and Chapter 15.04 CMC.

15.57.018 Amendments to the 2015 International Property Maintenance Code.

The 2015 International Property Maintenance Code is amended as follows:

1. Section 302.4 is amended to read as follows:
302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided: however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after serve of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

2. Section 304.3 is amended to read as follows:

304.3 Premises identification. Buildings and parcels shall be identified by a description of Parcel location relative to the nearest cross-street intersection as determined by the Community Planning and Building Department.

3. Section 304.14 Insect screens:

~~During the period from [DATE] to [DATE], every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screen of minimum 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition. **Exception:** screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.~~
Repealed

15.57.130 Assessment of Costs Against Property – Lien.

C. Such notice of lien for recordation shall be in a form substantially as follows:

NOTICE OF LIEN

(Claim of City of Carmel-by-the-Sea)

Pursuant to the authority vested by the provisions of Section 15.57.010 et seq. of the Municipal Code of the City of Carmel-by-the-Sea, the City Administrator of the City of Carmel-by-the-Sea, or her/his duly authorized representative did, on or about the ____ day of _____, 19 20__, cause the premises herein described to be rehabilitated, or the building or structures on the property hereinafter described to be repaired or demolished in order to abate a public nuisance on said real property; and the City Council of the City of Carmel-by-the-Sea did, on the ____ day of _____, 19-20__, assess the cost of such

rehabilitation, repair or demolition upon said real property hereinafter described, and the same has not been paid nor any part thereof; and that said City of Carmel-by-the-Sea does hereby claim a lien to such rehabilitation, repair or demolition and administrative costs in the amount of said assessment, to wit: The sum of \$_____; and the same shall be a lien upon said real property until the same has been paid in full and discharged of record.

The real property hereinbefore mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Carmel-by-the-Sea, County of Monterey, State of California, and more particularly described as follows:

Dated: _____, 19 20

City Administrator of the City of Carmel-by-the-Sea

(Ord. 85-4 § 1, 1985; Code 1975 § 699.95.12).

All previous amendments not identified and revised above shall remain in effect.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. The proposed project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect on the later of (i) 30 days after its final passage by the City Council of the City of Carmel-by-the-Sea or (ii) certification of the Ordinance passed by the City Council by the California Coastal Commission in accordance with the California Coastal Act.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

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

RESOLUTION NO. 2020-013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING STANDARD OPERATING GUIDANCE PROCEDURES (SOG 17-07) FOR
PRIVATE STORMWATER DRAINAGE SYSTEMS**

WHEREAS, the City of Carmel-by-the-Sea is situated uphill from Carmel Bay, a designated Area of Special Biological Significance (ASBS) which increases the need to manage storm water discharges; and

WHEREAS, the City operates under the General Permit issued to Monterey Regional Storm Water Permit Participants by the Regional Water Quality Control Board (RWQCB); and

WHEREAS, the General Permit issued by the RWQCB imposes certain storm water pollution prevention requirements on the City; and

WHEREAS, the City regulates private drainage systems and storm water discharges through the Carmel Municipal Code (CMC) sections 15.18 (Site Drainage) and 17.43 (Water Quality Protection); and

WHEREAS, Standard Operating Guidance (SOG) 17-07 was created to further address private storm water drainage permitting standards established in CMC 15.18 and to further the objectives of CMC 17.43; and

WHEREAS, the regulations contained in SOG 17-07 are meant to ensure compliance with local, State and Federal law with regard to private drainage systems and storm water discharges; and

WHEREAS, applications for private storm water drainage systems shall be reviewed in accordance with the procedures and standards established in SOG 17-07; and

WHEREAS, this Resolution is found to be exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

Adopt Standard Operating Guidance Procedures (SOG) 17-07 establishing permitting standards for private storm water drainage systems as follows:



**City of Carmel-by-the-Sea
Building Safety Division
Standard Operating Guidance**

17-07 Private Stormwater Drainage Systems

BACKGROUND

The City of Carmel-by-the-Sea is situated uphill from Carmel Bay, a designated Area of Special Biological Significance (ASBS) which increases the need to manage storm water discharges. The City, through its Environmental Compliance program, regulates storm water discharges through the Carmel Municipal Code (CMC) in addition to regional, State and federal regulations.

CMC Chapter 15.18.010 states, *“All site and roof runoff shall be directed onto private property of its origin and filtered through seepage pits, French drains, and/or leach fields where possible and may not cross lot lines to adjoining properties. Any runoff waters from the site that may be directed onto the public right-of-way or City storm drain system must be done with prior approval of the Building Official and/or Public Works Superintendent.”*

CMC Chapter 17.43. 010 states, *“The purpose of this chapter is to protect and enhance coastal waters within the City of Carmel in accordance with the policies of the City’s Local Coastal Plan (Sections O5-45 and O5-46), Sections 30230, 30231, 30232 and 30240 of the California Coastal Act, and the City’s Phase II NPDES permit requirements. To implement the certified land use plan, application submittal requirements, development standards, and other measures are provided to ensure that permitted development shall be sited and designed to conserve natural drainage features and vegetation, minimize the introduction of pollutants into coastal waters to the maximum extent practicable, limit the discharge of storm water runoff, and protect the overall quality of coastal waters and resources. All new development and redevelopment within the City shall comply with the requirements in this Chapter and in the City’s Low Impact Development Guidance Manual (LID Guidance Manual) in Appendix I to this chapter. (See Chapter [17.42](#) CMC and CMC [17.42.020\(D\)\(1\)\(b\).](#))”*

In consideration of these requirements, and in an effort to define the permitting requirements for storm water management systems on private property, the following guidance has been developed.

CITATIONS

Carmel Municipal Code Chapter 15.08, Building Code

Carmel Municipal Code Chapter 15.18, Site Drainage

Carmel Municipal Code Chapter 17.43, Water Quality Protection Ordinance

GUIDANCE

Permits are required for certain drainage systems installed on private property in accordance with the following:

Exempt Drainage Improvement Projects: No permit is required if a project meets **ALL** of the requirements below. Refer also to Figures 1 and 2 below and the Rain Garden resource that follows.

Site Requirements:

- The maximum impervious area handled by the system is 500 SF or less;
- The site slopes less than 7%; and,
- Site soils are well-drained. Hydrologic Soil Group A or B as determined by the USDA Web Soil Survey or by site-specific infiltration data (See soil type map on P. 10).

Drainage Requirements:

- Drainage from downspouts and paved areas is directed to landscaped areas;
- Downspouts drain via splash blocks or pop-up emitters;
- Runoff is dispersed throughout the site rather than concentrated in one location;
- The landscaped area size is at least 50% of the size of the contributing impervious surface;
- Runoff is directed away from building foundations;
- Swales and dry creeks are used to convey runoff to rain garden(s) for infiltration;
- Rain gardens are designed in accordance with the Bay Area Stormwater Management Agencies Association (BASMAA) publication *Rain Gardens, Stormwater Control for Small Projects*;
- Swales and rain gardens shall be located a minimum of 6 feet away from neighboring property lines and a minimum of 3 feet away from the public right-of-way; and,
- No runoff may enter onto the street right-of-way.

Drainage Improvement Projects Requiring a Building Permit: Prescriptive projects do not require engineered design if the project meets **ALL** of the requirements below. Refer also to Figures 1 and 2 below.

Site Requirements:

- The maximum impervious area managed by the proposed system is 1,200 square feet or less;
- The site slopes less than 7%;
- Site soils are well-drained. Hydrologic Soil Group A, or B as determined by the USDA web soil survey or by site-specific infiltration data (See soil type map on P. 10); and,
- The on-site groundwater level is greater than 5' below the finished grade.

Drainage Requirements:

- Drainage from downspouts and paved areas is directed to landscaped areas, or collected in French drains or subgrade perforated pipe collectors, and conveyed to infiltration Best Management Practices (BMP) such as rain gardens or infiltration trenches;
- The landscaped area used for infiltration is at least 50% of the size of the contributing impervious surface;
- Runoff is directed away from building foundations;
- Runoff is dispersed throughout the site, or directed to two or more infiltration BMP's;
- When not dispersed throughout the site, swales, dry creeks or piping systems with a minimum pipe diameter of 3" shall be used to convey runoff to an approved infiltration BMP;
- Rain gardens are designed in accordance with the Bay Area Stormwater Management Agencies Association (BASMAA) publication *Rain Gardens, Stormwater Control for Small Projects*;
- Infiltration trenches must have a sediment capture facility (sediment trap, vegetated swale) ahead of the trench;
- Infiltration trenches shall be a minimum of 24 inches wide, 4' long and 3 to 5 feet deep and shall be designed in accordance with Attachment 2, Typical Infiltration Trench Design;
- Trench aggregate shall have a minimum void volume of 30%;
- The longitudinal slope of the trench shall not exceed 3%;
- Drainage and infiltration features shall be located at least 6 feet away from neighboring properties and the top of steep slopes; and 3 feet away from any public street right-of-way; and,

- Overflow must be directed away from neighboring properties. Overflow to the street requires an Encroachment Permit approved by the Public Works Director.

Complex projects (Engineered Design Required): Drainage systems related to projects that involve the construction or alteration of building(s) and requiring a building permit; or, other construction of site features that increase the impervious area on the site to exceed the limits specified above, shall be of engineered design.

Projects that fail to meet ANY of the criteria described above for non-engineered systems shall be designed by a civil engineer licensed in the State of California.

Maintaining drainage on private property is strongly encouraged. New flows into the public right-of-way (where the existing condition does not flow into the public right-of-way) may be approved by the Public Works Director only when it can be sufficiently demonstrated that maintaining drainage on private property creates a significant hardship to the property owner. In order to determine whether a 10-year storm can be properly conveyed through the City's storm drain system, the Public Works Director may require a drainage report identifying anticipated runoff volumes from the property.

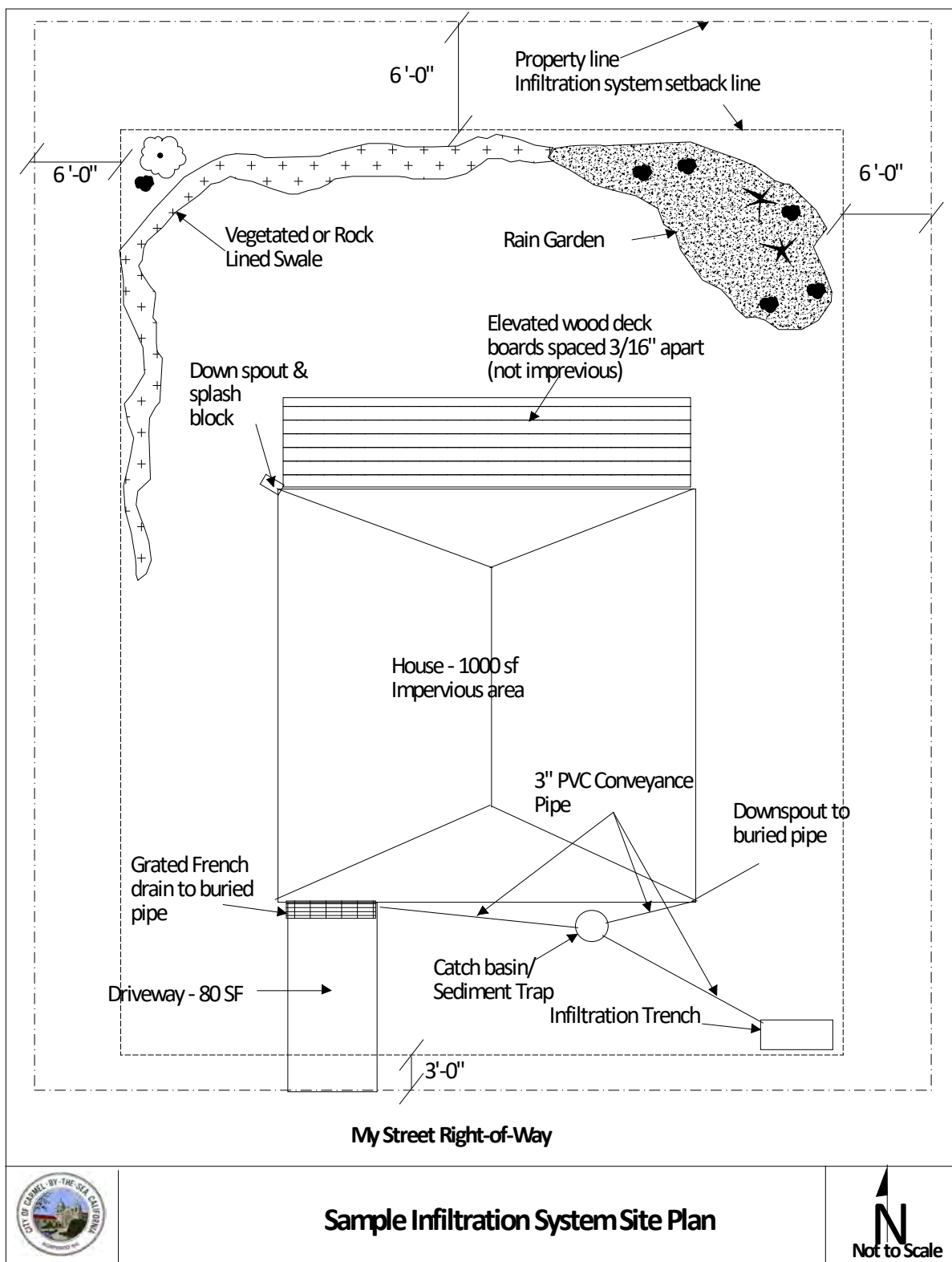


Figure 1. This Sample Infiltration System Site Plan provides an example of a complete drainage system site plan. It illustrates a variety of systems and components. Not all components are used in every system. Your system and plans may vary however must provide equivalent detail for your project.

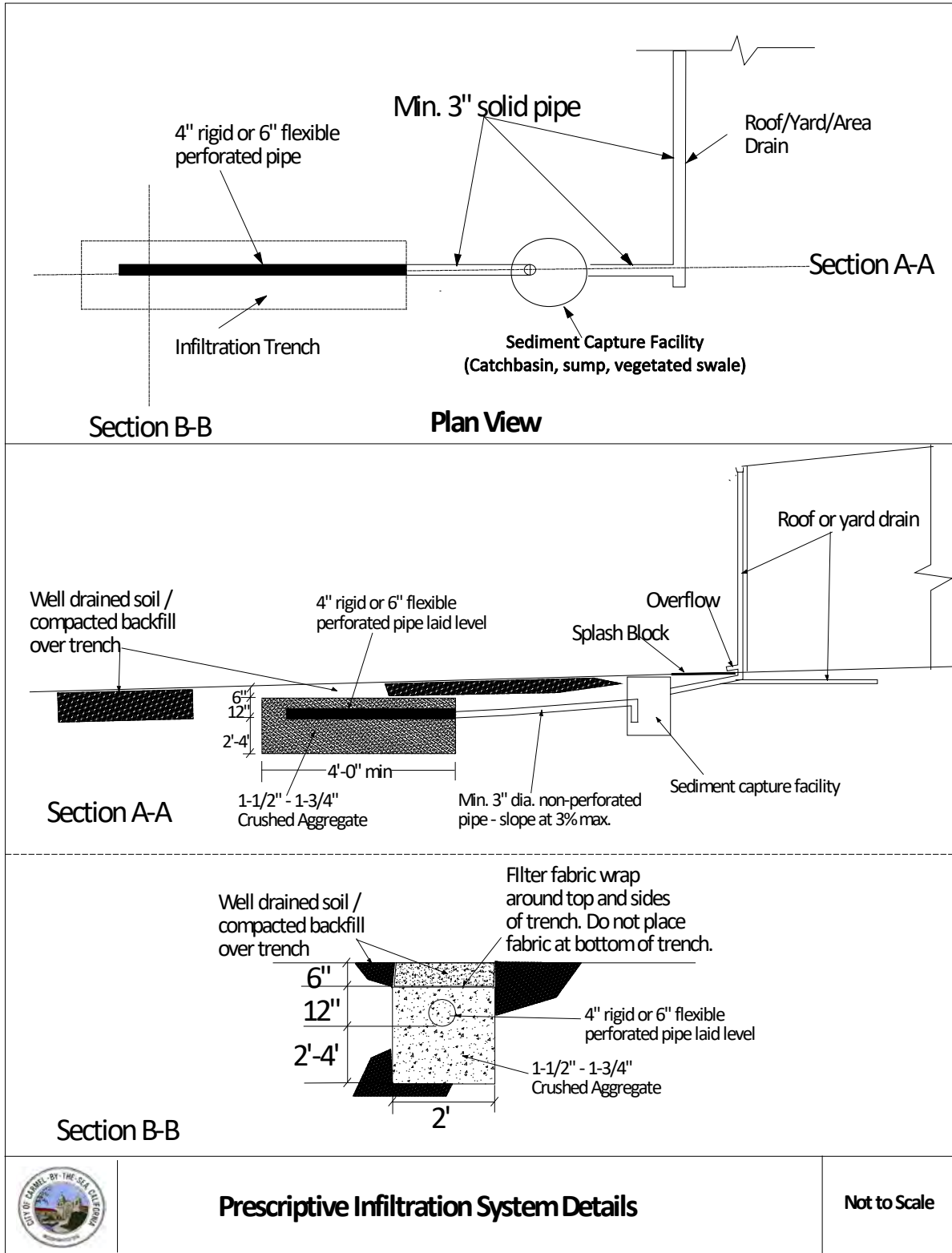


Figure 2. These Prescriptive Infiltration System Details specifically apply to the prescriptive path systems addressed on Page 2 of this document. Prescriptive systems are required to contain these features. Engineered systems may differ.

RAIN GARDENS

Stormwater Control for Small Projects



Bay Area Stormwater
Management Agencies
Association



Large Residential Rain Garden

Rain gardens are landscaped areas designed to capture and treat rainwater that runs off roof and paved surfaces. Runoff is directed toward a depression in the ground, which is planted with flood and drought-resistant plants. As the water nourishes the plants, the garden stores, evaporates, and infiltrates rainwater into the soil. The soil absorbs runoff pollutants, which are broken down over time by microorganisms and plant roots.

Rain gardens are a relatively low-cost, effective, and aesthetically pleasing way to reduce the amount of stormwater that runs off your property and washes pollutants into storm drains, local streams, and the San Francisco Bay. While protecting water quality, rain gardens also provide attractive landscaping and habitat for birds, butterflies, and other animals, especially when planted with native plants.

Is a Rain Garden Feasible for My Project?

Rain gardens are appropriate where the following site characteristics are present:

- Rain gardens should be installed at least 10 feet from building foundations. The ground adjacent to the building should slope away at a 2% minimum slope. A downspout extension or "swale" (landscaped channel) can be used to convey rain from a roof directly into a rain garden. Rain gardens can also be located downstream from a rain barrel overflow path.
- Rain gardens should be at least 3 feet from public sidewalks (or have an appropriate impermeable barrier installed), 5 feet from property lines, and in an area where potential overflow will not run onto neighboring properties.
- The site should have well-drained soil and be relatively flat. Soil amendments can improve infiltration in areas with poor drainage. Add about 3 inches of compost to any soil type and till it in to a depth of about 12 inches.
- A front or backyard can work well for a rain garden, especially in areas where the slope naturally takes the stormwater.

How Large Does My Rain Garden Need to Be?

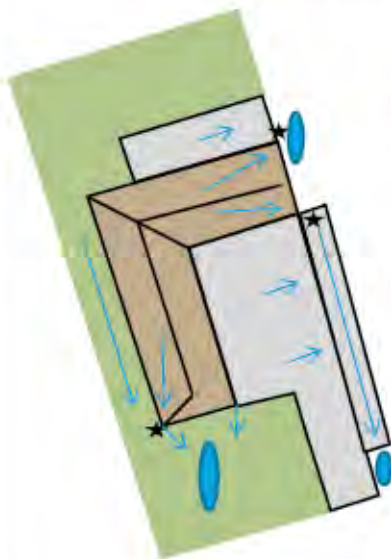
A general recommendation for a garden with a 6-inch ponding depth is to size the rain garden to approximately 4% of the contributing impervious area. Your soil type will affect how the rain garden should be sized because the water infiltration rate depends on the soil type; rain gardens should be larger in areas with slower infiltration. The following table can be used as general guidance.

Contributing Area (sq. ft.)	Rain Garden Area (sq. ft.)
500 – 700	24
701 – 900	32
901 – 1,100	40
1,101 – 1,300	48
1,301 – 1,500	56
1,501 – 2000*	70

*Projects adding roof or other impervious areas in excess of 2,000 sq. ft. should add 20 sq. ft. of rain garden surface area per every 500 sq. ft. of additional area.

How to Plan and Install a Rain Garden

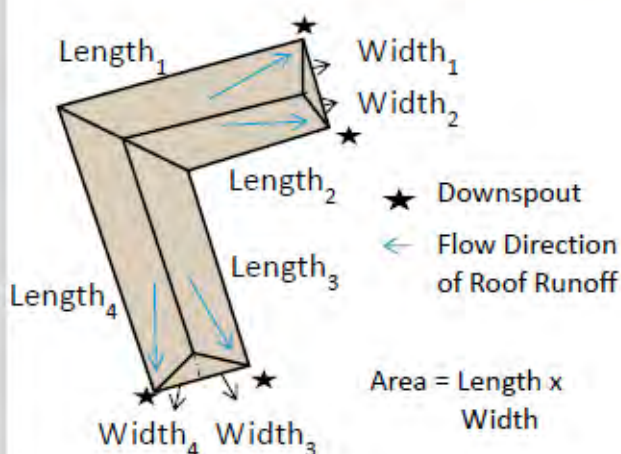
Select a Location and Plan for Overflow



- Vegetated Surface
- Paved Surface
- ★ Downspout
- ← Runoff Direction
- Potential Rain Garden Locations
- Roof Surface

- Before choosing the location of your rain garden, observe how rainwater is distributed across your home and yard. The ideal rain garden location is a flat or gently sloped area and is down slope from a runoff source.
- Site your garden at least 10 feet away from any structures (unless an impermeable barrier is used) and 5 feet from property lines.
- Avoid siting your garden over underground utilities and septic systems, near large trees, or next to a creek, stream or other water body.
- Your rain garden will overflow in large storms. Therefore, all garden designs should include an overflow system. One option is to build the perimeter of the garden so that it is perfectly level and to allow water to gently spill over the top during large storms. Another option is to build in a spillway that connects to another landscaped area, or the storm drain system.

Plan the Size of Your Rain Garden

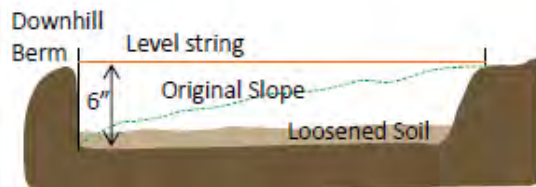


- Once you have determined where your garden will be sited, look at the surrounding area and identify which surfaces will contribute runoff to the garden. Is it all or just a part of the roof, patio, or driveway?
- Estimate the roof area by measuring the length and width of the building foundation and adding a few inches for the overhang. Multiply the length times the width to determine the contributing area. Once you have calculated the area of each contributing surface, add them up to obtain the total contributing area.
- Refer to the chart on page 1 to identify the size of the rain garden you will need to manage runoff from the contributing area.

If you do not have the space, budget, or interest in building a garden of this size, you may consider capturing some of your roof runoff in rain barrels to reduce the amount of runoff, or discharge the overflow to another landscaped area.

How to Plan and Install a Rain Garden

Install your Rain Garden



- Once you have selected a site and planned the size of your rain garden, lay out the shape using a string or tape to define the outline of where you will dig.
- If the yard is level, dig to a depth of 6-inches and slope the sides. If the site is sloped, you may need to dig out soil on the uphill side of the area and use the soil to construct a small berm (a compacted wall of soil) along the down slope side of the garden.
- Use a string level to help level the top of the garden and maintain an even 6-inch depth.
- Once the garden is excavated, loosen the soil on the bottom of the area so you have about 12 inches of soft soil for plants to root in. Mix in about 3 inches of compost to help the plants get established and improve the water-holding capacity of the soil.
- If water enters the garden quickly, include a layer of gravel or river rock at the entry points to prevent erosion.

Select Appropriate Plants



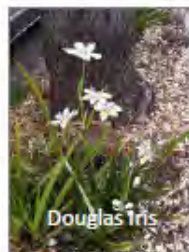
California Fuchsia



Common Rush



White Sage



Douglas Iris

You can design your rain garden to be as beautiful as any other type of garden. Select plants that are appropriate for your location and the extremes of living in a rain garden

Site Considerations:

- How much light will your garden receive?
- Is your property near the coast or located in an inland area (this affects sun and temperature)?
- Are there high winds near your home?

Recommended plant characteristics:

- Native plants adapted to local soil and climate,
- Drought tolerant,
- Flood tolerant,
- Not invasive weedy plants,
- Non-aggressive root systems to avoid damaging water pipes,
- Attracts birds and beneficial insects.

*Contact municipal staff to obtain a full list of recommended plants, provided in the countywide stormwater guidance.

Design Checklist

When installing a rain garden, the following design considerations are recommended.

- ❑ Locate the rain garden at least 10 feet from home foundation, 3 feet from public sidewalks, and 5 feet from private property lines. If rain gardens need to be located closer to buildings and infrastructure, use an impermeable barrier.
- ❑ Locate the rain garden to intercept and collect runoff from a roof downspout or adjacent impervious area.
- ❑ Size the rain garden appropriately based on the soil type and drainage area (see Page 1).
- ❑ Do not locate the rain garden over septic systems or shallow utilities. Locate utilities before digging by calling Dig Alert at (888) 376-3314.
- ❑ Locate the rain garden on a relatively flat area, away from steep slopes. If you plan on moving a large quantity of soil, you may need a grading permit. Contact your local municipality for further assistance.
- ❑ Consider installing an underdrain to enhance infiltration in very clayey soils. Contact municipal staff for guidance on how to properly install an underdrain.
- ❑ An overflow should be incorporated in the rain garden to move water that does not infiltrate to another pervious area and away from the home's foundation or neighboring property.
- ❑ Drought and flood resistant native plants are highly recommended and a variety of species should be planted. Avoid invasive plants. Contact municipal staff for a list of plants appropriate for rain gardens from the applicable countywide stormwater guidance. A list of invasive species may be found at the California Invasive Plant Council website (www.cal-ipc.org).

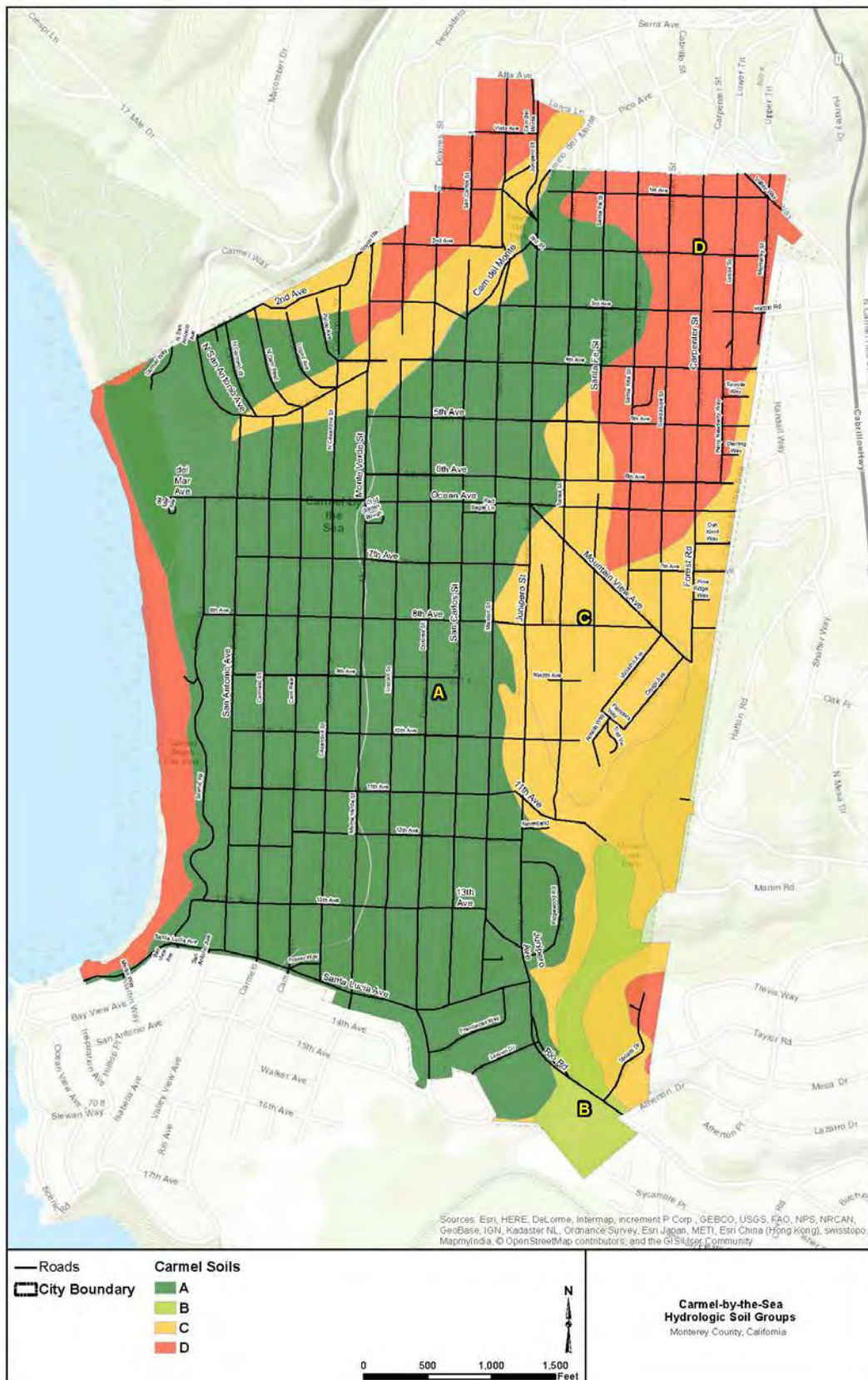
Maintenance Considerations

Once a rain garden is installed, the following steps will help the garden function effectively.

- ❑ Rain gardens should be irrigated periodically (as needed) during dry months, especially while plants are being established. Plants should be inspected for health and weeds should be removed as often as necessary.
- ❑ Apply about 2 inches of mulch and replace as needed. Mulch with a material that will not float away such as compost or a larger sized hardwood mulch (avoid microbark, for example).
- ❑ Areas of erosion should be repaired. Further erosion can be prevented by stabilizing the eroding soil with ground cover or using energy dispersion techniques (e.g., splashblock or cobbles) below downspouts.
- ❑ Avoid using synthetic fertilizers or herbicides in your rain garden because these chemicals are water pollutants.
- ❑ Standing water should not remain in a rain garden for more than 3 days. Extended periods of flooding will not only kill vegetation, but may result in the breeding of mosquitos or other vectors.



The City of Los Angeles and Geosyntec Consultants are acknowledged for providing text, formatting and various images used in this fact sheet. Contra Costa County is acknowledged for an image used in the fact sheet.



PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Britt Avrit, MMC
City Clerk

