



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL AGENDA

Mayor Jason Burnett
Mayor Pro Tem Ken Talmage
Council Members Victoria Beach, Steve Dallas,
and Carrie Theis

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

Contact: 831.620.2000 www.ci.carmel.ca.us/carmel

SPECIAL MEETING

Monday, November 30, 2015

CLOSED SESSION 4:30 P.M.

OPEN SESSION 5:30 P.M.

CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: 3 cases
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: Chilone Payton, Plaintiff v. City of Carmel-by-the-Sea, Equal Employment Opportunity Commission Charge No. 485-2014-00453
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: Gerit Sand; Cobblestone Bakery, a sole proprietorship, Plaintiff v. City of Carmel-by-the-Sea, Defendant - Monterey County Superior Court Case No. M130393
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: City of Carmel-by-the-Sea, Plaintiff v. Pacific Harvest Seafoods, Inc. - Monterey County Superior Court Case No. 15CV000014
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: Simonelli v. City of Carmel-by-the-Sea, United States District Court Case No. C 13-1250 LB

6. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957
Title: City Administrator.
7. LABOR NEGOTIATIONS
Pursuant to Government Code Section 54957.6(a)
Agency Designated Representatives: Zutler
Employee Organization: Ambulance

ANNOUNCEMENTS

Announcements will be made by the Mayor and Council Members, City Administrator, and/or City Attorney.

PUBLIC APPEARANCES

Anyone wishing to address the City Council on matters within the jurisdiction of the City and are not on the agenda may do so now. Matters not appearing on the City Council's agenda will not receive action at this meeting but may be referred to staff for a future meeting. Presentations will be limited to three (3) minutes, or as otherwise established by the City Council. Persons are not required to give their names, but it is helpful for speakers to state their names in order that the City Clerk may identify them in the minutes of the meeting. Always speak into the microphone, as the meeting is recorded.

CONSENT CALENDAR

All items on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Council Member or the public for special consideration. Otherwise the recommendation of staff will be accepted and acted upon by majority voice vote.

8. Minutes for the November 2, 2015 Special Council Meetings and November 3, 2015 Regular Council Meeting. (p.5)
9. Check Register for the Month of October. (p.19)
10. Monthly Reports for the Month of October (p. 34)
 - a. Contracts executed within the City Administrator's Signing Authority
 - b. Community Planning and Building Department Reports
 - c. Police, Fire, Ambulance and Beach Reports
 - d. Public Records Act Request Logs – City Clerk and Police
 - e. Forester's Report
 - f. City Treasurer's Report
11. AB 1056 Consideration of a resolution 1. Authorizing the closure of 7th Avenue to expand the annual Monterey County Vintners and Growers Association annual Winemakers' Celebration Event and 2. Granting a waiver of up to \$2,887 in fees for the event. (p.70)
12. AB 1057 Consideration of a resolution authorizing the closure of: 1. Northbound and southbound lanes of Ocean Avenue from Mission to Dolores Streets, 2. San Carlos Street between 6th and Ocean, and 3. San Carlos street between 7th and Ocean for the Carmel Centennial Launches 100 Years of Memories event. (p.92)
13. AB 1058 Consideration of a Resolution approving a MOU for the LIUNA General Employees Union and Management Employees Union, LIUNA/UPEX, Local 792, AFL-CIO for 2014 to 2016.(p.99)

14. AB 1059 Authorization of Amendments to Professional Services Agreements for Planning Services for Rio Park and the Housing Element, Janitorial Services and IT Support for an Amount Not to Exceed \$79,904 for All Amendments . (p.147)
15. AB 1060 Authorization of the Interim City Administrator to sign an addendum to the Monterey Regional Taxi Authority (RTA) Joint Powers Agreement Amended to include the City of Marina as a party to the agreement and receive update on Ordinance 2016-01 of the Monterey Regional Taxi Authority to require credit card reading and processing machines in taxicabs. (p.158)
16. AB 1061 Consideration of a Resolution Authorizing the Mayor to Execute an Employment Agreement between the City of Carmel-by-the-Sea and Mike Calhoun, Public Safety Director, Chief of Police, and Interim City Administrator. (p.164)
17. AB 1062 Authorization of the City Administrator to transfer funds realized from salaries and benefits savings due to Community Planning and Building Department vacancies to fund the permanent full-time position of Building Inspector. (p.173)
18. AB 1063 Consideration of a Resolution of the City Council of the City of Carmel-by-the-Sea approving the regular meeting dates of the City Council for the calendar year 2016. (p.176)
19. AB 1064 Consideration of: 1. A Resolution of the City Council of the City of Carmel-by-the-Sea adopting regulations from candidate statements submitted to the voters at an election to be held Tuesday, April 12, 2016 in accordance with Government Code Section 13307 and 2. A Resolution of the City Council of the City of Carmel-by-the-Sea providing for a procedure for determining by lot a tie among candidates at the April 12, 2016 General Municipal Election in accordance with Government Code Section 15651. (p.180)
20. AB 1065 Consideration of a Resolution authorizing the City to join the California Coastal Trail Association and identify a Council member to be listed as the City's Primary representative on the membership form.(p.192)

ORDERS

Orders of Council are agenda items that require City Council discussion, debate and/or direction.

21. AB 1066 Receive an update on the transition of solid waste and recycling services and on the development of a model solid waste ordinance and provide preliminary direction. (p.196)
22. AB 1067 Receive an update on the status of on 2015 Council Goals. (p.198)

FUTURE AGENDA ITEMS

ADJOURNMENT

SPECIAL NOTICES TO PUBLIC

The City Council of Carmel-by-the-Sea meets in Regular Session on the First Tuesday of each month at 4:30 p.m., unless otherwise noticed. The City Council may also meet on the First Monday of each month in a Special Meeting and/or a Workstudy Session at 4:30 p.m., unless otherwise noticed. City Council agenda packets are available for public review on the City website at www.ci.carmel.ca.us and in the Clerk's Office on the Friday prior to the scheduled meeting. Any writings or documents provided to a majority of the City Council regarding any item on the agenda will be made available for public inspection. Interested members of the public may subscribe to the Council Agenda by submitting a request to the City Clerk. Meetings are open to the public and the City Council welcomes your participation. Any member of the public may comment on any item on the agenda. Testimony is limited to three (3) minutes per speaker, or as otherwise established by the City Council. Meetings are streamed live on-line and archived for easy access anytime day or night. Visit the City's website at www.ci.carmel.ca.us to view the meetings or watch a television rebroadcast on the first Sunday after the City Council meeting at 8:00 a.m. on MCAET Channel 26. 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).



CITY OF CARMEL-BY-THE-SEA

November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Ashlee Wright, City Clerk

SUBJECT: Draft Minutes of the Special Meetings held November 2, 2015
Draft Minutes of the Regular Meeting of November 3, 2015

RECOMMENDATION

By motion to the Consent Calendar, approve the Minutes of the Special Meetings of November 2, 2015 and the Regular Meeting of November 3, 2015.

ATTACHMENTS

1. Draft Minutes of the Special Meeting of November 2, 2015 – City Administrator resignation
2. Draft Minutes of the Special Meeting of November 2, 2015
3. Draft Minutes of the Regular Meeting of November 3, 2015

APPROVED:

Mike Calhoun

Mike Calhoun, Interim City Administrator

Date: 11/20/2015

**MINUTES
CITY COUNCIL SPECIAL MEETING
November 2, 2015**

Mayor Burnett called the meeting to order at 12:00p.m.

ROLL CALL

Present: Council Members: Dallas, Theis, Mayor Pro Tem Talmage and Mayor Burnett

Absent: Council Member Beach

Staff Present: Don Freeman, City Attorney
Ashlee Wright, City Clerk
Mike Calhoun, Public Safety Director

Mayor Burnett led the pledge of allegiance.

PUBLIC APPEARANCES

None

ORDERS

1. Consideration of the resignation of City Administrator Douglas J. Schmitz.

Public Comment:

Barbara Livingston, Jonathan Sapp and Brian Congleton each spoke on the resignation of City Administrator Doug Schmitz.

---End of Public Comments---

Vice Mayor Talmage and Mayor Burnett both thanked City Administrator Doug Schmitz for his service to the village and community and wished him the best.

Action: Upon a motion made by Vice Mayor Talmage, seconded by Council Member Theis, Council unanimously moved to accept the resignation of City Administrator Douglas Schmitz. **4:1** (Council Member Beach absent)

CLOSED SESSION

Mayor Burnett announced the Closed Session item.

2. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957
Title: City Administrator

Public Comment:

Richard Kreitman and Jeff Barron spoke to the issue of appointing an interim City Administrator.

---End Public Comment---

The Council adjourned to Closed Session at 12:15pm.

Council resumed in open session at 1:00pm.

Action: Mayor Burnett announced that upon a motion made by Vice Mayor Talmage, seconded by Council Member Theis Council voted unanimously to appoint Mike Calhoun Interim City Administrator. 4:1 (Council Member Beach absent)

City Attorney Don Freeman clarified that Interim City Administrator Mike Calhoun will retain his title of Public Safety Director.

ADJOURNMENT: There being no further business, Mayor Burnett adjourned the meeting at 1:01pm

APPROVED:

ATTEST:

Jason Burnett, Mayor

Ashlee Wright
City Clerk

**MINUTES
CITY COUNCIL SPECIAL MEETING
CARMEL-BY-THE-SEA
Monday, November 2, 2015**

CALL TO ORDER

Mayor Burnett called the meeting to order at 4:30 P.M.

CLOSED SESSION

Present: Council Members: Dallas, Beach, Theis, Mayor Pro Tem Talmage, and Mayor Burnett

Absent: None

Staff Present: Mike Calhoun, Interim City Administrator
Don Freeman, City Attorney
Ashlee Wright, City Clerk

Mayor Burnett announced the Closed Session items.

1. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: 3 cases
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: Jennifer Da Silva, Plaintiff v. City of Carmel-by-the-Sea, Monterey County Superior Court Case No. M132929
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(D)(1)
Name of Case: Chilone Payton, Plaintiff v. City of Carmel-by-the-Sea, Equal Employment Opportunity Commission Charge No. 485-2014-00453

There were no public comments. The Council adjourned to closed session at 4:31pm.

SPECIAL MEETING:

Council resumed in Open Session at 5:28 pm.

Present: Council Members: Dallas, Beach, Theis, Mayor Pro Tem Talmage, and Mayor Burnett

Absent: None

Staff Present: Mike Calhoun, Interim City Administrator
Don Freeman, City Attorney
Ashlee Wright, City Clerk
Sharon Friedrichsen, Director of Budgets and Finance
Janet Bombard, Library and Community Activities Director
Paul Tomasi, Police Commander
Marc Weiner, Senior Planner
Joe Headley,
Rob Mullane, Public Works Director

Mike Calhoun Interim City Administrator led the Council in the pledge of allegiance.

ANNOUNCEMENTS

City Attorney Don Freeman reported that Council received updates on one case for potential litigation and Council received an update on case re: Jennifer Da Silva, Plaintiff v. City of Carmel-by-the-Sea, Monterey County Superior Court Case No. M132929.

Mayor Burnett announced the resignation of City Administrator Doug Schmitz.

Council Member Beach, Vice Mayor Talmage, Council Member Dallas and Mayor Burnett thanked Staff and volunteers for their work on the City's Birthday Party and Parade and the 1st Annual Pumpkin Roll.

Centennial Committee members Sue McCloud and Tom Brocato provided an update of Centennial Committee activities.

Mayor gave a brief update on water related issues.

Interim City Administrator Mike Calhoun thanked the Council and members of the community for their support as he takes on the position of Interim City Administrator.

City Attorney Don Freeman recommended that anyone who has anything to report about short-term rental violations should contact Code Compliance Officer Al Fasulo.

PUBLIC APPEARANCES

Karen Ferlito thanked staff for their work at the Arbor Day event at First Murphy Park and commented on City Administrator Doug Schmitz's resignation.

Executive Director of the Sunset Cultural Center Christine Sandin announced series of Community Engagement events upcoming at the Sunset Center.

CONSENT CALENDAR

Action: Upon a motion made by Council Member Beach, seconded by Council Member Theis the Council unanimously approved the Consent Calendar with the following abstentions:

4. Minutes for October 5, 2015 Special Council Meeting and October 6, 2015 Regular Council Meeting. **Approved 4:1** (Council Member Theis abstaining, not present for meeting)
5. Check Register for the Month of September. **Approved 5:0**

6. Monthly Reports for the Month of September
 - a. Contracts executed within the City Administrator's Signing Authority
 - b. Community Planning and Building Department Reports
 - c. Police, Fire, Ambulance and Beach Reports
 - d. Public Records Act Request Logs – City Clerk and Police
 - e. Forester's Report
 - f. City Treasurer's Report**Approved 5:0**
7. AB 1034 Authorize the Purchase of Recyclable Materials and Yard Waste Trimming Carts.
Approved 5:0
8. AB 1035 Adopt a Resolution Authorizing a Purchase Agreement for a new Forestry Truck.
Approved 5:0
9. AB 1036 Consideration of a resolution authorizing City co-sponsorship of the Carmel Public Library Foundation's annual Donor Salute and Sterling Circle events. **Approved 5:0**
10. AB 1037 Receive a report on the North Dunes and Del Mar Dunes Habitat Restoration Plan, subsequent revisions to that plan, and prior Commission and Council actions with regards to the North Dunes and Del Mar Dunes. **Approved 5:0**
11. AB 1038 Adoption of a resolution granting one of the City's five free-use days of the Sunset Center Theater to the Carmel Public Library Foundation on Thursday, April 7, 2016 for its fifth annual fundraising benefit. **Approved 5:0**
12. AB 1039 Consideration of a Resolution Declaring City's Intent to Establish the Carmel Hospitality Improvement District **Approved 4:1** (Council Member Theis abstaining as she is a member of the HID)
13. AB 1040 Consideration of a Resolution calling the April 12, 2016, General Municipal Election for the purpose of electing a Mayor for a term of two (2) years and two members of the City Council for a term of four years each and requesting that the Monterey County Registrar of Voters (ROV) conduct the election; and authorizing the City Administrator to enter into an agreement with the Registrar of Voters to conduct the election. **Approved 5:0**
14. AB 1041 Adoption of a Resolution 1. Amending the Salary Range for Project Manager and 2. Amending the Job Description and Salary Range for Deputy City Clerk. **Approved 5:0**
15. AB 1042 Authorization of Amendments to Professional Services Agreement for Contract Planning Services for an Amount Not to Exceed \$95,000. **Approved 5:0**
16. AB 1043 Adoption of a Resolution Authorizing the City Administrator to Create and Adopt the Position of Permit Technician. **Approved 5:0**
17. AB 1044 Consideration of a resolution authorizing the City Administrator to execute an agreement for the purchase of a new police vehicle as identified in the FY 2015/16 vehicle and equipment replacement fund. **Approved 5:0**

18. AB 1045 Ratification of appointment to the Community Activities and Cultural Commission.
Approved 5:0

AB 1046 Adoption of a Resolution approving the transfer of \$855,000 from the Measure D fund balance for street paving and sidewalk projects and Authorization of staff to send a letter to TAMC seeking approval for directing monies to the Carpenter Street repaving project. Approved 5:0 with the following abstentions on certain streets: Mayor Burnett and Council Member Theis abstained from voting on the Dolores Street project since they live along the section of the street, Second to Fourth Avenues, proposed by the City Engineer for repaving. Vice-Mayor Talmage abstained from voting on the Mission Street and Lincoln Street segments. Council Member Dallas abstained on the Carpenter Street, Santa Rita, Lincoln Street and Eleventh Avenue projects. Council Member Beach abstained from voting on Torres Street between Ocean Avenue and 11th; and direction to staff to address design guidelines for road repairs in the resolution.

19. AB 1047 Adoption of a Resolution of the City Council of Carmel-by-the-Sea appropriating \$40,000 for Centennial Year related expenses. **Approved 5:0**

ORDERS

20. AB 1048 Receive community input on a new agreement between the City of Carmel-by-the Sea and the Sunset Cultural Center.

Mayor Burnett provided an update on negotiations for a new Sunset Cultural Center lease agreement and stated the Council and the Sunset Center Board were soliciting input from the public.

Kathy Bang, Chair of the Sunset Cultural Center Board, stated that it was the Sunset Cultural Center Board was in favor of a longer agreement, which would enable them to better fundraise for the future.

Council discussion followed.

Public Comments

None

---End Public Comments---

Further Council discussion followed.

Action: No action taken.

FUTURE AGENDA ITEMS

21. AB 1049 Planning for 2015 Council Retreat

Mayor Burnett stated that this retreat would be an appropriate time to address the comments that Karen Ferlito made during Public Appearances.

Council Member Theis stated that she thought it was a good time to ask the staff about their workload.

Public comments:

Barbara Livingston and Karen Ferlito provided suggestions of topics for the retreat.

---End Public Comments---

Council discussion followed.

Action: No action taken.

ADJOURNMENT: There being no further business, Mayor Burnett adjourned the meeting at 6:43pm

**MINUTES
REGULAR MEETING
Tuesday, November 3, 2015**

CALL TO ORDER, & PLEDGE OF ALLEGIANCE

Mayor Burnett called the meeting to order at 4:31p.m.

ROLL CALL

Present: Council Members: Dallas, Beach, Theis, Mayor Pro Tem Talmage, and Mayor Burnett

Absent: None

Staff Present: Mike Calhoun, Interim City Administrator
Don Freeman, City Attorney
Ashlee Wright, City Clerk
Marc Weiner, Senior Planner
Rob Mullane, Public Works Director
Sharon Friedrichsen, Director of Budgets and Finance
Paul Tomasi, Police Commander

The Carmel River School Sing! Sing! Sing! after-school class led the pledge of allegiance.

EXTRAORDINARY BUSINESS

The National Anthem was sung by Carmel River School Sing! Sing! Sing! after-School class led by Stacy Meheen.

EMPLOYEE RECOGNITION

Rob Mullane, Public Works Director introduced Yvette Oblander, Administrative Services Coordinator for Public Works, to the Council and community.

Mike Calhoun, Interim City Administrator introduced Christina Newton, Police Services Officer to the Council and the Community. He also announced Officer Chris Johnson's promotion to Sergeant.

ANNOUNCEMENTS

Council Member Dallas, Council Member Beach, Vice Mayor Talmage and Mayor Burnett thanked the City Administrator Doug Schmitz for his service to the community and thanked staff for their work on the Arbor Day, 100th Anniversary of the Carmel Fire Department, City Birthday and Pumpkin Rolling events.

Mayor Burnett provided an update on water issues.

Interim City Administrator Mike Calhoun stated that he was looking forward to working with the Council and community.

City Attorney Don Freeman commented on the resignation of Doug Schmitz. He reported that Council received updates on one case for potential litigation and Council received an update on case re: Jennifer Da Silva, Plaintiff v. City of Carmel-by-the-Sea, Monterey County Superior Court Case No. M132929. He recommended that anyone who has anything to report about short-term rental violations should contact Code Compliance Officer Al Fasulo.

PUBLIC APPEARANCES

Barbara Livingston announced the Carmel Resident's Association's new book "Stories of Old Carmel".

Carl Iverson commented on the Arbor Day, 100th Anniversary of the Carmel Fire Department, and Pumpkin Rolling events, and the resignation of City Administrator Doug Schmitz.

Monterey Peninsula Waste Management District representative Stephanie Locke reminded community members to replace the batteries in automatic irrigation systems after power outages to prevent the waste of water

Ron Stilfull stated his concerns about GreenWaste.

Monta Potter announced that the Chamber would be selling lanterns of old Carmel for the Centennial Celebration and asked businesses and residents to purchase and display these for the next year.

Carolyn Hardy and Karen Ferlito commented on the resignation of City Administrator Doug Schmitz.

Toby and his dad spoke in favor of the Pumpkin Roll and more family friendly events.

ORDERS

Item 4: AB 1050 Beach Fires Pilot Program Options.

Rob Mullane, Public Works Director provided a brief staff report.

Air Pollution Control Officer Richard Stedman provided background on Carmel Beach air quality monitoring and an update on air quality data for Carmel Beach.

Council discussion followed.

Mayor Burnett opened public comment and requested that all comments on Item 1 and Item 2 be taken at the same time to avoid duplication. He also asked that questions for Richard Stedman be taken first.

Public Comments:

Jack Galante, Clay Olman, Denise Otterson, Barbara Livingston, no name given, Al Mitton, and Scott Philips each asked questions of Richard Stedman.

Richard Stedman responded to all questions.

Toby Strasser and his father, Jack Galante, Lily, Jacob Lehman, Alan Lehman, Stephanie Lawton and her son spoke against banning beach fires.

Bobby Richards, Wayne Newton, Clay Olman, Marcia Zealous, Lorne Letendre, Linette Zimmerman, Becky Hanna, John Kenney, Scott Philips, Ben Beasley, Kimberly Rawlings, Barbara Livingston, Jeff Baron, no name given, Aram Stoney, and Richard Kreitman spoke in favor of finding a compromise or alternate solution to banning all beach fires.

Denise Otterson, Mary Liskin, Kathy McFarland, Karen Ferlito, Carolina Bayne, and Kathy Bang spoke in favor of banning all beach fires.

Chris Lehman stated that she disagreed with comments that locals did not build beach fires and questioned the accuracy of the sensors.

Monta Potter questioned the cost to the city in terms funds and staff time spent on this issue and questioned the logic of a fight with the Coastal Commission.

---End Public Comments---

Mayor Burnett called a recess at 7:10pm. At 7:28pm the meeting resumed.

Mayor Burnett, announced that Item 6 AB 1052 First reading of an ordinance of the City Council of the City of Carmel-by-the-Sea adding a section to Title 8 - Health and Safety of the Carmel-by-the-Sea Municipal Code relating to smoking in the commercial and other zoning districts, public lands, and rights-of-way within said districts, would be continued to a future meeting.

Mayor Burnett and Public Works Director Rob Mullane answered questions posed during public comments.

Council discussion followed.

Action: Upon a motion made by Mayor Burnett, seconded by Council Member Beach, Council moved to provide direction to staff to lay out a plan for allowing propane fires in two forms 1.) User supplied propane devices and 2.) Six (6) City supplied propane rings offered free to anybody; that these would be of a larger size intended to promote community gathering place; and that all of the logistics would be handled by the City and the propane provided by the City; and that the pilot program be extended up to 36 months. **Approved 3:2** (Dallas and Theis opposed.)

PUBLIC HEARINGS

Item 5: AB 1051 First reading of an ordinance of the City Council of the City of Carmel-by-the-Sea declaring beach fires a public nuisance.

Public Comments for this item were taken with the Public Comments on Item 4 AB 1050 Beach Fires Pilot Program Options.

Council Member Theis moved to table this item, seconded by Council Member Dallas. Motion failed 2:3 (Beach, Talmage, and Burnett opposed).

Action: Upon a motion made by Council Member Beach, seconded by Vice Mayor Talmage Council moved to adopt Ordinance 2015-007 on first reading declaring beach fires a public nuisance with direction to the City Attorney to incorporate further health related whereas', to amend section B1 Exemptions to read "propane fires using an appropriate device," and bring back a revised version for either a second or first reading. **Adopted 3:2** (Dallas and Theis opposed).

Item 7: AB 1053 Consideration of an appeal of the Planning Commission's decision to deny a Use Permit (UP 15-261) application for the establishment of a specialty food store (Carmel Chocolate Factory) at a property located in the Central Commercial (CC) Zoning District.

Vice Mayor Talmage recused himself and stepped down from the dais, because he owns property within 500' of the proposed location.

Senior Planner Marc Weiner provided the staff report.

Council discussion and questions followed

Pam Silkwood, representative for the Appellant presented the appellant's case.

Council discussion and questions followed.

Public Comments:

Jonathan Sapp read the formula food establishment definition from the municipal code and stated his concerns with the recommendation of the Planning Commission for this project.

Barbara Livingston recommended removing the word "Factory" if the Council approves the appeal.

Richard Kreitman and Michael Showler commented on the amount of work the appellants had put in working on this project with staff and the Planning Commission and spoke in favor of approving the appeal.

Roderick Dewar and Valerie Lane expressed concerns with the business and spoke in favor of denying the appeal.

---End Public Comments---

In response to Public Comments representative for the appellant Pam Silkwood stated that the appellant was willing to remove the word "Factory" from the name of the business.

Council questions and discussion followed.

Action: Upon a motion made by Council Member Theis, seconded by Council Member Dallas, Council unanimously moved to approve the use permit subject to the findings and conditions and directed the appellant to return to Council with: 1) proposed alternate name choices that eliminate the use of the word "factory"; 2) updated drawings to reflect the elimination of loose candy bins and that products be 80% chocolates; and 3) Bring back signage options. **Approved 4:1** (Talmage abstaining because of conflict of interest – property within 500')

Mayor Burnett called a recess at approximately 10:35pm. At 10:40 the meeting resumed.

Vice Mayor Talmage returned to the dais.

Item 9: AB 1055 Adoption of an Ordinance Amending Section 2.52.385, Appeals Hearing Process, of the Personnel Ordinance.

Public Comments:

None

---End Public Comments---

Action: Upon a motion made by Council Member Theis, seconded by Vice Mayor Talmage Council, Council unanimously adopted on first reading Ordinance 2015-008 amending section 2.52.385, Appeals Hearing Process, of the Personnel Ordinance. **Adopted 5:0**

Item 8: AB 1054 Consideration of an appeal of the Planning Commission's decision to deny the reissuance of Design Review, Use Permit, and Coastal Development Permit applications for the redevelopment of the Carmel Sands hotel located in the Service Commercial (SC) Zoning District (New planning application case numbers: DR 14-36 and UP 14-20).

Council Member Theis recused herself and stepped down from the dais, because she owns property within 500' of the location.

Council Member Dallas stated for the record that he had spoken before the Planning Commission in favor of this item prior to his term on the Planning Commission and was on the Planning Commission when the project was approved. Council Member Beach stated for the record that she was on the Planning Commission when the project was originally approved. Vice Mayor Talmage and Mayor Burnett stated for the record that they voted in favor of this project when it originally came before the City Council. Mayor and Council Members disclosed communications that they had with the appellant and Planning Commission Members prior to the meeting.

Senior Planner Marc Weiner provided the staff report.

Council discussion and questions followed.

Appellant Mark Stilwell, owner of Carmel Sands, presented his case.

Council discussion and questions followed.

Public Comments:

Catherine Campagno, Roberta Miller, and Mike Brown each stated their concerns with the project and recommended that Council deny the appeal.

Barbara Livingston stated her concerns that the Planning Commission was not given all of the information they needed for a de novo hearing and City Clerk Ashlee Wright read a statement from her into the record detailing her issues with the design.

Jonathan Sapp spoke in favor of approving the appeal.

---End Public Comment---

Appellant Mark Stillwell responded to public comments and Council discussion.

Further Council discussion followed.

Action: Upon a motion made by Mayor Burnett, seconded by Council Member Dallas, Council moved to continue this item to a future meeting. **Approved 4:1** (Theis abstaining because of conflict of interest - property within 500')

FUTURE AGENDA ITEMS

Greenwaste update.

ADJOURNMENT

There being no further business Mayor Burnett adjourned the meeting at 12:42pm.



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Paul Wood

SUBJECT: Check Register for October 2015

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Approve Summary of Check Register

SUMMARY

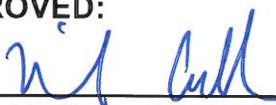
Attached is the Summary Report of Check Register for October, 2015

PRIOR CITY COUNCIL ACTION

Approved

ATTACHMENTS

1. Check Register for the Month of October, 2015

APPROVED:


 Michael Calhoun, Interim City Administrator

Date: 11/23/2015

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131608	10/29/2015	ACE HIGH DESIGNS INC	97.67	01 74031	SHIRTS FOR PRVNT OFFICER GREG JOHNSON		
		Vendor Total ----->	97.67				
131543	10/15/2015	AILING HOUSE PEST CONTROL	60.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	50.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	65.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	40.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	44.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	150.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16		
131543	10/15/2015	AILING HOUSE PEST CONTROL	55.00	01 70050	PEST MANAGEMENT ALL FACILITIES FY 15-16	5,228.00	6,048.00
		Vendor Total ----->	464.00				
131442	10/2/2015	ALHAMBRA	37.21	01 72053	ACCOUNT 115365551 WATER SERVICE FIRE/AMB DEPT		
131442	10/2/2015	ALHAMBRA	40.21	01 72053	ACCOUNT 115365551 WATER SERVICE FIRE/AMB DEPT		
131442	10/2/2015	ALHAMBRA	37.20	07 73053	ACCOUNT 115365551 WATER SERVICE FIRE/AMB DEPT		
131442	10/2/2015	ALHAMBRA	40.20	07 73053	ACCOUNT 115365551 WATER SERVICE FIRE/AMB DEPT		
		Vendor Total ----->	154.82				
131443	10/2/2015	ALHAMBRA	115.45	01 76045	DRINKING WATER SERVICE-PUBLIC WORKS FY 2015-16		
		Vendor Total ----->	115.45				
131444	10/2/2015	ALHAMBRA	56.04	01 64053	ACCOUNT:51286936 WATER SERVICE CITY HALL		
131609	10/29/2015	ALHAMBRA	84.95	01 64053	ACCOUNT:51286936 WATER SERVICE CITY HALL		
		Vendor Total ----->	140.99				
131610	10/29/2015	ALHAMBRA	87.19	01 80026	BOTTLE WATER SERVICE FOR PD		
		Vendor Total ----->	87.19				
131544	10/15/2015	ALLEN,DEANNA	50.00	01 67428	PER RESO 2007-55 EMP RECOG 5 YRS.OF SERVICE		
		Vendor Total ----->	50.00				
131678	10/29/2015	ALWAYS UNDER PRESSURE	927.02	01 70050	FY15/16 PW WATER SEPERATOR REPAIR		
		Vendor Total ----->	927.02				
131445	10/2/2015	AMERICAN RIVER COLLEGE	60.00	01 74030	REG FEE FOR SGT RON PELEGER FOR ATTENDING		
		Vendor Total ----->	60.00				
131545	10/15/2015	AMERICAN LOCK & KEY	225.81	01 70045	FY 15/16 CUSTOM KEPPAD FOR PADLOCKS		
131611	10/29/2015	AMERICAN LOCK & KEY	110.00	01 70050	FY 15/16 CODE CHANGE CITY HALL DOORS		
		Vendor Total ----->	335.81				
131446	10/2/2015	AT&T	92.55	01 80036	T-1 LINES FOR PD		
131513	10/8/2015	AT&T	3,744.28	01 80036	TELEPHONE SERVICE ALL DEPARTMENTS		
		Vendor Total ----->	3,836.83				
131546	10/15/2015	ANNA AUBUCHON	50.00	01 67428	PER RESO 2007-55 EMP RECOG 5 YRS.OF SERVICE		
		Vendor Total ----->	50.00				
131612	10/29/2015	AVERY ASSOCIATES, INC	3,365.13	01 67100	RECRUITMENT SERVICES:HUMAN RESOURCES MGR SEARCH	10,265.13	22,900.00
		Vendor Total ----->	3,365.13				
131613	10/29/2015	BAY BIKES OF CARMEL INC	60.00	50 24050 0537	SUPPLIES FOR BIKE PATROL OFFICERS		
		Vendor Total ----->	60.00				
131547	10/15/2015	BOOTS ROAD GROUP LLC	1,026.82	01 67053	WEBSITE MAINT JULY 1, 2015-DEC. 31, 2015	36,178.48	46,000.00
		Vendor Total ----->	1,026.82				
131447	10/2/2015	BOUND TREE MEDICAL LLC	1,149.37	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
131447	10/2/2015	BOUND TREE MEDICAL LLC	55.39	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
131447	10/2/2015	BOUND TREE MEDICAL LLC	200.69	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
131447	10/2/2015	BOUND TREE MEDICAL LLC	345.01	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
131447	10/2/2015	BOUND TREE MEDICAL LLC	123.80	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
131614	10/29/2015	BOUND TREE MEDICAL LLC	411.45	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
		Vendor Total ----->	2,285.71				
131548	10/15/2015	MASTERWORK BUILDERS, INC.	735.00	50 24050 2510	VOLUME DEPOSIT REFUND		

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
		Vendor Total ----->	735.00				
131549	10/15/2015	BURGHARDT-DORE ADVERTISING, INC.	192.50	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
131549	10/15/2015	BURGHARDT-DORE ADVERTISING, INC.	3,511.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
131549	10/15/2015	BURGHARDT-DORE ADVERTISING, INC.	3,460.45	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND	24,595.04	120,000.00
		Vendor Total ----->	7,163.95				
131615	10/29/2015	BURKE, WILLIAMS & SORENSEN, LLP	7,765.70	01 61051 0068	FY 2015-16 PROF FEES/LABOR & EMPLOY. LAW SERVICES	99,972.66	no stated limit
		Vendor Total ----->	7,765.70				
131448	10/2/2015	CAL-AM WATER COMPANY	875.38	01 80026	FY 2015-16 WATER SERVICE-ALL CITY PROPERTY		
131616	10/29/2015	CAL-AM WATER COMPANY	8,118.67	01 80026	FY 2015-16 WATER SERVICE-ALL CITY PROPERTY		
		Vendor Total ----->	8,994.05				
131617	10/29/2015	CALIF BUILDING STANDARDS COMMISSION	289.04	50 24050 0408	CA BUILDING STANDARDS COMMISSION		
		Vendor Total ----->	289.04				
131449	10/2/2015	CALTRONICS BUSINESS SYSTEMS INC	12.00	01 74053	TONER FOR COPY MACHINE		
131618	10/29/2015	CALTRONICS BUSINESS SYSTEMS INC	70.09	01 74053	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
131618	10/29/2015	CALTRONICS BUSINESS SYSTEMS INC	70.08	01 67042	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
		Vendor Total ----->	152.17				
131514	10/8/2015	CALIFORNIA ACOUSTICS	450.00	01 70050	FY 15/16 CEILING REPAIR FOR CPD		
		Vendor Total ----->	450.00				
131497	10/2/2015	CALTRONICS BUSINESS SYSTEMS	796.78	01 64053	FY 15-16 COPIER USAGE FEE CITY HALL		
131497	10/2/2015	CALTRONICS BUSINESS SYSTEMS	811.54	01 67053	FY 15-16 COPIER USAGE FEE CITY HALL		
131497	10/2/2015	CALTRONICS BUSINESS SYSTEMS	14.75	01 67051	FY 15-16 COPIER USAGE FEE CITY HALL		
		Vendor Total ----->	1,623.07				
131450	10/2/2015	CALTRONICS BUSINESS SYSTEMS	204.03	01 69051	PP&B KONICA COPIER CONT#CN85676-01 MONTHLY USAGE		
		Vendor Total ----->	204.03				
131550	10/15/2015	JEANETTE G CAMPBELL	200.00	01 67428	PER RESO 2007-55 EMP RECOG 20 YRS.OF SERVICE		
		Vendor Total ----->	200.00				
131498	10/2/2015	CARMEL PINE CONE	528.00	01 64040	LEGAL AD:EMERGENCY ORDINANCE BANNING BEACH FIRES		
131498	10/2/2015	CARMEL PINE CONE	379.50	01 69034	FY 15-16:Legal Noticing		
131498	10/2/2015	CARMEL PINE CONE	120.00	01 69034	FY 15-16:Legal Noticing		
131515	10/8/2015	CARMEL PINE CONE	292.50	01 69034	FY 15-16:Legal Noticing		
131551	10/15/2015	CARMEL PINE CONE	180.00	01 76034	FY 15/16 PROJECT CONSTRUCTION NOTICE		
131619	10/29/2015	CARMEL PINE CONE	135.00	01 64040	LEGAL AD:STILWELL APPEAL OF PLANNING DEPT DECISION		
131619	10/29/2015	CARMEL PINE CONE	135.00	01 64040	LEGAL AD:NOTICING-APPEAL HEARING/BEACH FIRES/		
131619	10/29/2015	CARMEL PINE CONE	157.50	01 64040	LEGAL AD:CA/CC BOARD VACANCY ANNOUNCEMENT		
131619	10/29/2015	CARMEL PINE CONE	135.00	01 64040	LEGAL AD:NOTICING-APPEAL HEARING/BEACH FIRES/		
		Vendor Total ----->	2,062.50				
131552	10/15/2015	CARMEL GLASS COMPANY	293.00	01 70050	FY 15/16 6 WINDOW SCREENS FOR PW OFFICE		
		Vendor Total ----->	293.00				
131451	10/2/2015	CARMEL TOWING & GARAGE	380.00	01 74053	REIMBURSEMENT TO CARMEL TOWING FOR REVERSAL		
		Vendor Total ----->	380.00				
131553	10/15/2015	CARMEL AREA WASTEWATER DISTRICT	1,073.40	01 76050	LABOR-CLEAN OUT RECEIVING PONDS 4TH ST STORM DRAIN		
		Vendor Total ----->	1,073.40				
131554	10/15/2015	CARPENTER SAN JOSE	314.39	13 78918	FY 15/16 WIRE ROPE		
		Vendor Total ----->	314.39				
131499	10/2/2015	CDW-G GOVERNMENT INC.	1,044.12	01 67045	IT EQUIPMENT FOR ALL DEPARTS, COMPUTER,MONITORS,KE		
131516	10/8/2015	CDW-G GOVERNMENT INC.	312.00	01 70920	FY 15/16 SOFTWARE FOR ADMIN COMPUTER IN PW		
131555	10/15/2015	CDW-G GOVERNMENT INC.	222.90	01 70920	FY 15/16 MONITOR FOR ADMIN DESK PW		
131555	10/15/2015	CDW-G GOVERNMENT INC.	1,231.73	01 70920	FY 15-16 NEW COMPUTER AND MONITOR FOR PW ADMIN		
131555	10/15/2015	CDW-G GOVERNMENT INC.	55.00	01 70920	FY 15/16 4TH YEAR SUPPORT OF MAINTENANCE FOR		
		Vendor Total ----->	2,865.75				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131517	10/8/2015	CHRISTOPHER DINNER HEATING, INC.	1,358.00	13 70901	FY 15/16 INSTALL PLENUM OUTSIDE AIRVENTS		
		Vendor Total ----->	1,358.00				
131518	10/8/2015	CITY OF MONTEREY	3,577.96	01 76049	FY 15-16 VEHICLE REPAIRS PARTS AND LABOR		
131556	10/15/2015	CITY OF MONTEREY	2,803.69	01 76049	FY 15/16 VEHICLE REPAIRS PARTS AND LABOR		
131679	10/29/2015	CITY OF MONTEREY	3,311.76	01 76049	FY 15/16 VEHICLE REPAIRS PARTS AND LABOR		
		Vendor Total ----->	9,693.41				
131557	10/15/2015	CITY OF SEASIDE	2,200.20	01 76055	FY 15/16 STORM DRAIN CLEANING	2,788.00	10,000.00
		Vendor Total ----->	2,200.20				
131452	10/2/2015	COASTAL TPA, INC	2,287.20	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
131452	10/2/2015	COASTAL TPA, INC	707.03	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
131558	10/15/2015	COASTAL TPA, INC	280.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
131558	10/15/2015	COASTAL TPA, INC	606.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
131680	10/29/2015	COASTAL TPA, INC	164.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
131680	10/29/2015	COASTAL TPA, INC	388.60	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
		Vendor Total ----->	4,432.83				
131559	10/15/2015	CODE PUBLISHING COMPANY	40.00	01 64051	CARMEL MUNICIPAL CODE SUPPLEMENTS #28,#29 REPRINTS		
		Vendor Total ----->	40.00				
131453	10/2/2015	COMMUNITY HOSPITAL OF THE	40.00	01 74053	MONTHLY BLOOD DRAWS FOR MONTH OF AUGUST		
		Vendor Total ----->	40.00				
131454	10/2/2015	COMCAST	211.14	01 67053	HIGH SPEED INTERNET AND CABLE TV FOR PD		
131519	10/8/2015	COMCAST	109.99	01 67053	HIGH SPEED INTERNET AND CABLE TV FOR PD		
		Vendor Total ----->	321.13				
131455	10/2/2015	COMCAST	74.20	01 67053	FY 2015-16 MONTHLY FEE FOR INTERNET/CABLE SERVICE		
131620	10/29/2015	COMCAST	74.19	01 67053	FY 2015-16 MONTHLY FEE FOR INTERNET/CABLE SERVICE		
		Vendor Total ----->	148.39				
131560	10/15/2015	COPIES BY-THE-SEA	638.60	01 69039	SEPTEMBER 2015 PC PACKETS/ RIO PARK REPORT COPIES		
		Vendor Total ----->	638.60				
131500	10/2/2015	CORBIN WILLITS SYSTEM	720.79	01 67053	FY 2015-16 MOM SOFTWARE-MONTHLY MANAGED SERVICE		
131561	10/15/2015	CORBIN WILLITS SYSTEM	65.00	01 67053	9/21/15 ASSIST DOCUTECT IN SETTING UP NEW PRINTER		
131681	10/29/2015	CORBIN WILLITS SYSTEM	720.79	01 67053	FY 2015-16 MOM SOFTWARE-MONTHLY MANAGED SERVICE	3,078.16	8,649.48
		Vendor Total ----->	1,506.58				
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	1.18	01 60019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	14.70	01 61019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	39.53	01 64019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	22.34	01 65019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	28.94	01 67019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	45.66	01 69019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	18.85	01 70019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	119.36	01 72019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	205.13	01 74019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	49.99	01 76019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	31.03	01 78019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	5.43	01 82019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	84.59	01 84019	INVOICE 1110071-IN DATED 7/1/2010		
131682	10/29/2015	CSAC EXCESS INS AUTHORITY	13.84	03 76019	INVOICE 1110071-IN DATED 7/1/2010		
		Vendor Total ----->	680.57				
131621	10/29/2015	CSG CONSULTANT ,INC.	5,600.00	01 69051	PLANNING STAFFING-CODE ENFORCEMENT OFFICER		
131683	10/29/2015	CSG CONSULTANT ,INC.	9,610.00	01 69051	PBD STAFFING-PERMIT TECHNICIAN-PLANNING TECHNICIAN		
131683	10/29/2015	CSG CONSULTANT ,INC.	5,600.00	01 69051	PLANNING STAFFING-CODE ENFORCEMENT OFFICER		
		Vendor Total ----->	20,810.00				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131562	10/15/2015	JANET L. CUBBAGE Vendor Total ----->	300.00 300.00	01 67428	PER RESO 2007-55 EMP RECOG 25 YRS.OF SERVICE		
131563	10/15/2015	RENEE M. CULVER	200.00	01 67428	PER RESO 2007-55 EMP RECOG 20 YRS.OF SERVICE		
131563	10/15/2015	RENEE M. CULVER-DO NOT USE SEE MAR05 Vendor Total ----->	(200.00) -	01 67428	CK# 131563 Reversed		
131684	10/29/2015	CYPRESS COAST FORD L/M Vendor Total ----->	62,139.30 62,139.30	40 78802	PER RESO#2015-037 PURCHASE FORESTRY CHIPTRUCK		
131520	10/8/2015	STEVE DALLAS Vendor Total ----->	437.92 437.92	01 60207	REIMBURSE FOR LEAGUE OF CA CITIES CONF SJ, CA		
131685	10/29/2015	DAVE'S REPAIR SERVICE Vendor Total ----->	119.19 119.19	01 70050	FY 15/16 MONTHLY SITE INSPECTION		
131521	10/8/2015	DAVID SANDYS CPA,CLPF Vendor Total ----->	200.00 200.00	01 63053	CITY TREASURER SERVICES FY1516	800.00	2,400.00
131456	10/2/2015	DAVID SHONMAN COASTAL BIOLOGIST	1,360.00	13 78907	SHORELINE ASSESSMENT AMEND II:SCENIC ROADWAY		
131622	10/29/2015	DAVID SHONMAN COASTAL BIOLOGIST Vendor Total ----->	3,140.00 4,500.00	13 78907	SHORELINE ASSESSMENT AMEND II:SCENIC ROADWAY	14,190.00	40,000.00
131623	10/29/2015	DE LAGE LANDEN FINANCIAL SERVICES	44.08	01 72053	CONTRACT 25181881 COPIER LEASE AMBULANCE		
131623	10/29/2015	DE LAGE LANDEN FINANCIAL SERVICES Vendor Total ----->	43.91 87.99	07 73053	CONTRACT 25181881 COPIER LEASE AMBULANCE		
131686	10/29/2015	DELL MARKETING L.P. Vendor Total ----->	589.06 589.06	01 67045	COMPUTER PARTS:2 REPLICATORS/2 MONITOR STANDS		
131564	10/15/2015	DE LAGE LANDEN	164.25	01 74053	FY 15-16 COPIER LEASE CONTRACT #25214539 PD		
131624	10/29/2015	DE LAGE LANDEN Vendor Total ----->	98.85 263.10	01 74053	FY 15-16 COPIER LEASE CONTRACT #25214539 PD		
131625	10/29/2015	DE LAGE LANDEN Vendor Total ----->	156.42 156.42	01 67053	JULY 2015 AGBREEMENT FOR COPY MACHINE SERVICES		
131626	10/29/2015	DE LAGE LANDEN FINANCIAL SERVICES	194.93	01 69053	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
131626	10/29/2015	DE LAGE LANDEN FINANCIAL SERVICES Vendor Total ----->	6.03 200.96	01 67032	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
131627	10/29/2015	DENISE DUFFY & ASSOCIATES Vendor Total ----->	2,983.00 2,983.00	13 76909	PREPARE CEQA DOCUMENTATION FOR SUNSET CENTER EIR		
131628	10/29/2015	DEPT. OF CONSERVATION Vendor Total ----->	663.56 663.56	01 24050 0401	DEPARTMENT OF CONSERVATION:FEE REPORT		
131629	10/29/2015	DEPARTMENT OF JUSTICE Vendor Total ----->	145.00 145.00	50 24050 0534	PUBLIC LIVESCAN FINGERPRINTING FOR MONTH OF		
131630	10/29/2015	METROPOLITAN TRANSPORTATION COMMISSION Vendor Total ----->	1,500.00 1,500.00	01 76032	STREET SAVER SUBSCRIPTION RENEWAL FROM 11/15-10/16		
131457	10/2/2015	DOCUTECH Vendor Total ----->	233.37 233.37	01 67051	REPAIR PAPER JAM HP LASERJET 4000 ADMIN OFFICE		
131458	10/2/2015	DOMICILE CAPITAL LLC Vendor Total ----->	140.00 140.00	50 24050 2504	REFUND UNUSED VOLUME DEPOSIT BALANCE FROM		
131459	10/2/2015	DON CHAPIN COMPANY,INC.	73.73	01 76045	FY 15/16 BASEROCK FOR PAVING WITHIN CITY OF CARMEL		
131459	10/2/2015	DON CHAPIN COMPANY,INC. Vendor Total ----->	81.24 154.97	01 76045	FY15/16 BASEROCK FOR BERMBACKUPS ON TRUCK ROUTE		
131631	10/29/2015	DROUGHT RESISTANT NURSERY Vendor Total ----->	423.64 423.64	01 78045	FY 15/16 6 PINUS CANARIENSIS 15 GAL		
131632	10/29/2015	E. VALDEZ TREE SERVICE Vendor Total ----->	2,700.00 2,700.00	01 78050	REMOVAL OF 3 DEAD TREES/TREE TRIM/FOREST HILL PARK		
131522	10/8/2015	ELIZABETH HOWARD Vendor Total ----->	500.00 500.00	50 24050 1370	REFUND BALANCE OF HISTORIC DEPOSIT		

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131460	10/2/2015	EMC PLANNING GROUP, INC	10,209.16	01 69051	FY 15-16 PBD SUPPORT STAFF-PLANNERS/COUNTER		
131467	10/29/2015	EMC PLANNING GROUP, INC	4,734.57	01 69051	FY 15-16 PBD SUPPORT STAFF-PLANNERS/COUNTER		
		Vendor Total ----->	14,943.73				
131565	10/15/2015	ENGINEERED FIRE SYSTEMS INC	550.00	01 69051	FY 15-16 FIRE SPRINKLER PLAN REVIEWS		
		Vendor Total ----->	550.00				
131461	10/2/2015	AL FASULO FASULO INVESTIGATIONS	3,492.50	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES		
131501	10/2/2015	AL FASULO FASULO INVESTIGATIONS	2,502.50	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES		
131633	10/29/2015	AL FASULO FASULO INVESTIGATIONS	2,860.00	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES	47,165.75	79,200.00
		Vendor Total ----->	8,855.00				
131634	10/29/2015	FEDEX	17.89	01 80038	SHIPPING: AVERY & HURLEY OFFICE SEPT/OCT		
		Vendor Total ----->	17.89				
131566	10/15/2015	MATTHEW P. FEISTHAMEL	150.00	01 67428	PER RESO 2007-55 EMP RECOG 15 YRS.OF SERVICE		
		Vendor Total ----->	150.00				
131567	10/15/2015	LESJIE FENTON	808.86	01 64030	MILEAGE & LODGING CITY CLERK WORKSHOP 10/8-10/9/15		
		Vendor Total ----->	808.86				
131462	10/2/2015	FIRST ALARM-MONTEREY CO.	76.04	01 72053	SEMI ANNUAL ALARM TESTING FOR FIRE DEPT		
		Vendor Total ----->	76.04				
131463	10/2/2015	FIRST ALARM SECURITY & PATROL	2,707.50	01 74053	FIRST ALARM BEACH PATROL FOR FISCAL YEAR		
131635	10/29/2015	FIRST ALARM SECURITY & PATROL	2,090.00	01 74053	FIRST ALARM BEACH PATROL FOR FISCAL YEAR	15,209.50	30,000.00
		Vendor Total ----->	4,797.50				
131464	10/2/2015	FOUR LEAF INC.	5,951.25	01 69051	FY 15-16 PBD PERMIT TECHICIAN SERVICES		
131636	10/29/2015	FOUR LEAF INC.	6,928.75	01 69051	FY 15-16 PBD PERMIT TECHICIAN SERVICES	134,655.26	172,000.00
		Vendor Total ----->	12,880.00				
131637	10/29/2015	GATES TREE SERVICE, INC.	2,900.00	01 78050	FY 15/16 DEAD WOOD TRIM CAMINO REAL NW OF OCEAN		
		Vendor Total ----->	2,900.00				
131465	10/2/2015	GRANITE ROCK COMPANY	123.26	01 76045	FY 15-16 BUILDING SUPPLIES-ASPHALT MIX,DG,NETTING		
131465	10/2/2015	GRANITE ROCK COMPANY	46.95	01 76045	FY 15-16 BUILDING SUPPLIES-ASPHALT MIX,DG,NETTING		
131688	10/29/2015	GRANITE ROCK COMPANY	2,794.89	01 76050	JOB#5580-CITY RIGHT AWAYFOR HARDY RESIDENCE DW		
		Vendor Total ----->	2,965.10				
131568	10/15/2015	GRANICUS, INC.	1,500.00	50 24050 0804	FY 15-16 GRANICUS SOFTWARE AND MANAGED SERVICE		
		Vendor Total ----->	1,500.00				
131466	10/2/2015	GREEN VALLEY LANDSCAPE INC.	420.00	01 76041	FY 15/16 RENTAL OF AERATOR FOR DEVENDORF PARK		
131569	10/15/2015	GREEN VALLEY LANDSCAPE INC.	4,495.00	01 78053	FY 15-16 ROUTINE MO. MAINTENANCE & LANDSCAPE SVCS		
131569	10/15/2015	GREEN VALLEY LANDSCAPE INC.	28.79	01 78045	FY15/16 FLAT OF JUMBO PAKS-DAMAGE REPAIR OCEAN AVE	14,020.15	55,235.00
		Vendor Total ----->	4,943.79				
131523	10/8/2015	HARRISON MEMORIAL LIBRARY	1,852.84	01 67049	REIMBURSE FOR IT EQUIPMENT DELL INV XIMW29CW1		
		Vendor Total ----->	1,852.84				
131570	10/15/2015	HARRIS & ASSOCIATES	4,680.00	01 70050	BEACH RESTROOM:CONSTRUCTION MANAGER SERVICES	44,707.00	70,000.00
		Vendor Total ----->	4,680.00				
131638	10/29/2015	HAYWARD LUMBER	183.43	13 70903	CAPITAL PROJECT HARD HATS FOREST THEATER RENO		
		Vendor Total ----->	183.43				
131706	10/30/2015	HF&H CONSULTANTS, LLC	2,301.50	01 76050	PROF FEES:NEGOTIATE FRANCHISE/COST OF SERVICES		
		Vendor Total ----->	2,301.50				
131639	10/29/2015	THOMAS HITCH	1,000.00	50 24050 2512	HISTORIC ASSESSMENT REFUND		
		Vendor Total ----->	1,000.00				
131640	10/29/2015	HOWARD CARTER ASSOCIATES INC	240.00	13 76909	PROF FEE:PROVIDE STRUCTURAL CALC/DRAWINGS FOR		
		Vendor Total ----->	240.00				
131641	10/29/2015	IGNACIO CONCRETE	3,975.00	01 78050	FY 15/16 REPLACE CURB AND GUTTER @ SAN CARLOS &		
131641	10/29/2015	IGNACIO CONCRETE	125.00	01 70050	LABOR TO GRIND HIGH SPOTS IN GROUT @ LIBRARY		
		Vendor Total ----->	4,100.00				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131571	10/15/2015	IWORQ	500.00	01 69053	IWORQ Systems Internet Software and Support		
		Vendor Total ----->	500.00				
131572	10/15/2015	JOHN LEY'S TREE SERVICE	1,173.52	01 78050	FY 15/16 TREE SERVICE FOR DOWNTOWN STUMP GRINDING		
131689	10/29/2015	JOHN LEY'S TREE SERVICE	350.00	01 78050	FY 15/16 REMOVAL OF DEAD PINE 2ND & CARPENTER		
131689	10/29/2015	JOHN LEY'S TREE SERVICE	2,140.00	01 78050	FY 15/16 REMOVE STONE PINE CYPRESS, 2 PLANE TREES		
131689	10/29/2015	JOHN LEY'S TREE SERVICE	2,800.00	01 78050	FY 15/16 MISSION TRAIL HAZARDOUS TREE REMOVAL		
131689	10/29/2015	JOHN LEY'S TREE SERVICE	780.00	01 78050	FY 15/16 TRIM BROKEN OAK STEM OVER STREET		
		Vendor Total ----->	7,243.52				
131524	10/8/2015	KENNEDY, ARCHER & GIFFEN	187.50	01 61051	FY 15-16 PROF FEES:GENERAL FILE CITY OF CARMEL		
131690	10/29/2015	KENNEDY, ARCHER & GIFFEN	900.00	01 61051	FY 15-16 PROF FEES:GENERAL FILE CITY OF CARMEL		
		Vendor Total ----->	1,087.50				
131502	10/2/2015	KENT L SEAVEY,HISTORIC PRES.CONSULTATION	1,000.00	50 24050 1369	PROFESSIONAL SERVICE-KENT SEAVEY		
131525	10/8/2015	KENT L SEAVEY,HISTORIC PRES.CONSULTATION	1,000.00	50 24050 1370	PROFESSIONAL SERVICES-PHASE II HISTORIC REVIEW		
131642	10/29/2015	KENT L SEAVEY,HISTORIC PRES.CONSULTATION	1,000.00	50 24050 1371	HISTORIC REVIEW-KRAMER HE 15-342		
131642	10/29/2015	KENT L SEAVEY,HISTORIC PRES.CONSULTATION	500.00	50 24050 2512	PHASE II-HISTORIC ASSESSMENT		
		Vendor Total ----->	3,500.00				
131467	10/2/2015	KNAPP HARDWARE, INC.	3.48	01 72095	INV #B5615 DATE:9-2-15		
		Vendor Total ----->	3.48				
131468	10/2/2015	KNAPP HARDWARE	49.80	01 76045	PUBLIC WORKS/SMALL REPAIR SUPPLIES/DUCT TAPE/PAINT		
131526	10/8/2015	KNAPP HARDWARE	50.95	01 76045	PUBLIC WORKS/SMALL REPAIR SUPPLIES/DUCT TAPE/PAINT		
		Vendor Total ----->	100.75				
131469	10/2/2015	LAMONT, HANLEY & ASSOCIATES	1,328.47	13 55007 0003	REIMBURSEMENT TO CUSTOMER FOR AMBULANCE		
		Vendor Total ----->	1,328.47				
131527	10/8/2015	LEE PRICE MMC	2,507.90	01 64051	CONTRACT FOR CITY CLERK SERVICES THROUGH 12/31/15	27,808.85	96,000.00
		Vendor Total ----->	2,507.90				
131643	10/29/2015	LENOVO.COM	59.96	01 76045	PROTECTION 4 YEAR ON COMPUTER		
		Vendor Total ----->	59.96				
131503	10/2/2015	LEWIS A. LEADER	1,225.00	01 64051	FY 2015-16 PUBLIC INFORMATION OFFICER SERVICES:		
131644	10/29/2015	LEWIS A. LEADER	1,225.00	01 64051	FY 2015-16 PUBLIC INFORMATION OFFICER SERVICES:	18,563.88	25,000.00
		Vendor Total ----->	2,450.00				
131573	10/15/2015	LIEBERT CASSIDY WHITMORE	3,205.00	01 61051	MTRY BAY EMPLOYMENT RELATIONS CONSORTIUM 2015		
		Vendor Total ----->	3,205.00				
131470	10/2/2015	RACHELLE D. LIGHTFOOT	42.27	01 74030	REIMBURSEMENT TO CORPORAL LIGHTFOOT FOR MEAL		
		Vendor Total ----->	42.27				
131504	10/2/2015	ROBERT LITTELL ARCHITECT	1,360.00	01 69051	PROFESSIONAL SERVICES-ROBERT LITTELL ARCHITECT		
131574	10/15/2015	ROBERT LITTELL ARCHITECT	765.00	50 24050 2510	Consulting-Volume Calculating		
		Vendor Total ----->	2,125.00				
131575	10/15/2015	LIU OF NA	440.13	01 67021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	520.00	01 69021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	1,360.05	01 76021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	220.12	01 78021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	220.01	01 82021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	1,307.16	01 84021	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
131575	10/15/2015	LIU OF NA	2,881.41	01 21285	LIUNA PENSION CONTRIBUTIONS EE&ER SEPT2015		
		Vendor Total ----->	6,948.88				
131645	10/29/2015	LP POLICE	25.00	01 74053	WEBSITE USAGE FOR JUNE 2015		
131645	10/29/2015	LP POLICE	25.00	01 74053	WEBSITE USAGE FOR AUGUST 2015		
131645	10/29/2015	LP POLICE	25.00	01 74053	WEBSITE USAGE FOR MONTH OF SEPTEMBER 2015		
		Vendor Total ----->	75.00				
131576	10/15/2015	M.J.MURPHY	61.12	01 76045	FY 15/16ESTIMATE FOR SUPPLIES FROM MJ MURPHY		

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131576	10/15/2015	M.J.MURPHY	(19.62)	01 76045	FY 15/16ESTIMATE FOR SUPPLIES FROM MJ MURPHY		
131576	10/15/2015	M.J.MURPHY	-	01 76045	FY 15/16ESTIMATE FOR SUPPLIES FROM MJ MURPHY		
131576	10/15/2015	M.J.MURPHY	-	01 76045	FY 15/16ESTIMATE FOR SUPPLIES FROM MJ MURPHY		
131576	10/15/2015	M.J.MURPHY	54.25	01 76045	FY 15/16ESTIMATE FOR SUPPLIES FROM MJ MURPHY		
		Vendor Total ----->	95.75				
131691	10/29/2015	MBE ENVIRONMENTAL CONSULTING, LLC	725.00	13 70913	LEAD SURVEY FM-MURPHY PAINT PROJECT		
		Vendor Total ----->	725.00				
131577	10/15/2015	MARTECH INC	100.00	01 67051	FY 2015-16 IT AND TECHNICAL SUPPORT SERVICES-		
131577	10/15/2015	MARTECH INC	137.55	01 67051	FY 2015-16 IT AND TECHNICAL SUPPORT SERVICES-		
131577	10/15/2015	MARTECH INC	575.00	01 67051	FY 2015-16 IT AND TECHNICAL SUPPORT SERVICES-		
131577	10/15/2015	MARTECH INC	200.00	01 67051	FY 2015-16 IT AND TECHNICAL SUPPORT SERVICES-		
131577	10/15/2015	MARTECH INC	200.00	01 67051	FY 2015-16 IT AND TECHNICAL SUPPORT SERVICES-		
		Vendor Total ----->	1,212.55			263,201.10	285,000.00
131578	10/15/2015	MARINA BACKFLOW COMPANY	55.00	01 78050	FY 15/16 TEST ON BACKFLOW DEVICE		
		Vendor Total ----->	55.00				
131606	10/15/2015	RENEE MARTINE	200.00	01 67428	PER RESO 2007-55 EMP RECOG 20 YRS OF SERVICE		
		Vendor Total ----->	200.00				
131505	10/2/2015	MEYERS/NAVE PROFESSIONAL LAW CORP	17,654.65	01 61051.0071	PROF LEGAL SERVICES- PG&E MATTER 3/3/14 AUG BILL		
		Vendor Total ----->	17,654.65				
131646	10/29/2015	MIRAGE WINDOW CLEANING	780.00	01 70050	GUTTER REPAIRS,GUTTER CLEANING,WINDOW CLEANING		
		Vendor Total ----->	780.00				
131579	10/15/2015	MISSION LINEN SUPPLY	75.85	01 76053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	18.11	01 78053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	75.85	01 76053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	18.11	01 78053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	75.85	01 76053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	18.11	01 78053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	75.85	01 76053	UNIFORM SERVICE		
131579	10/15/2015	MISSION LINEN SUPPLY	18.11	01 78053	UNIFORM SERVICE		
		Vendor Total ----->	375.84				
131580	10/15/2015	CINDI L. MITCHELL	300.00	01 67428	PER RESO 2007-55 EMP RECOG 25 YEARS OF SERVICE		
		Vendor Total ----->	300.00				
131581	10/15/2015	MONTEREY FIRE EXT. CO.	48.00	01 70050	FY 15/16 FIRE EXT. SERVICE		
		Vendor Total ----->	48.00				
131506	10/2/2015	MONTEREY COUNTY HERALD	691.16	01 67100	RECRUITMENT-MAINT WORKER GARDENER		
131506	10/2/2015	MONTEREY COUNTY HERALD	691.16	01 67100	RECRUITMENT AD-ASSISTANT CITY FORESTER		
131506	10/2/2015	MONTEREY COUNTY HERALD	897.29	01 67100	RECRUITMENT AD-POLICE OFFICER		
131506	10/2/2015	MONTEREY COUNTY HERALD	1,070.55	01 67100	LEGAL AD:COMMUNITY SERVICES OFFICER		
131506	10/2/2015	MONTEREY COUNTY HERALD	501.27	01 67100	RECRUITMENT AD:COMMUNITY SERVICES OFFICER		
131506	10/2/2015	MONTEREY COUNTY HERALD	309.86	01 64040	LEGAL AD: RFP AUDIT SERVICES		
131506	10/2/2015	MONTEREY COUNTY HERALD	812.97	01 64040	LEGAL AD:REQUEST FOR BID MAIL DELIVERY SERVICE		
131506	10/2/2015	MONTEREY COUNTY HERALD	1,190.04	01 67100	LEGAL AD:REQUEST FOR BID SUNSET CTR PARKING LOT		
131506	10/2/2015	MONTEREY COUNTY HERALD	1,163.10	13 76912	LEGAL AD:REQUEST FOR BID CARPENTER ST DRAINAGE		
131506	10/2/2015	MONTEREY COUNTY HERALD	1,190.04	13 76909	LEGAL AD:REQUEST FOR BID SUNSET CTR PARKING LOT		
131506	10/2/2015	MONTEREY COUNTY HERALD	(1,190.04)	01 67100	LEGAL AD:REQUEST FOR BID SUNSET CTR PARKING LOT		
131528	10/8/2015	MONTEREY COUNTY HERALD	688.01	01 67100	RECRUITMENT AD:MAINTENANCE WORKER 9/23/15		
		Vendor Total ----->	8,015.41				
131582	10/15/2015	MONTEREY COUNTY TAX	57,432.30	01 80801	2015-16 COUNTY TAXES AND ASSESSMENTS		
		Vendor Total ----->	57,432.30				
131692	10/29/2015	MONTEREY TIRE SERVICE	3,722.19	01 76048	FY 15/16 FIRE TRUCK TIRES		

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		Vendor Total ----->	3,722.19				
131471	10/2/2015	MTY COUNTY TELECOMM	18,471.80	01 72053	FIRE DISPATCH SERVICE, NGEN DEBT SERVICE,		
131471	10/2/2015	MTY COUNTY TELECOMM	105.00	01 72053	NETWORK ACCESS FOR MCT FOR FIRE DEPT		
131471	10/2/2015	MTY COUNTY TELECOMM	679.00	01 74053	FIRE DISPATCH SERVICE, NGEN DEBT SERVICE,		
131471	10/2/2015	MTY COUNTY TELECOMM	245.00	01 74053	NETWORK ACCESS AND LABOR FOR PD		
131471	10/2/2015	MTY COUNTY TELECOMM	28,768.00	90 25015	FIRE DISPATCH SERVICE, NGEN DEBT SERVICE,		
131471	10/2/2015	MTY COUNTY TELECOMM	(5,219.68)	90 25015	FIRE DISPATCH SERVICE, NGEN DEBT SERVICE,		
		Vendor Total ----->	43,049.12				
131583	10/15/2015	MTRY COUNTY CONVENTION & VISITORS BUREAU	38,679.50	01 85203	MCCVB CONTRACT/JURISDICTION INVESTMENT FY15/16		
		Vendor Total ----->	38,679.50				
131472	10/2/2015	MONTEREY BAY TELECOMM SERVICES	166.25	01 74050	TROUBLESHOOT AND REPAIR EOC PHONES		
131647	10/29/2015	MONTEREY BAY TELECOMM SERVICES	1,612.60	01 72601	TROUBLESHOOT AND INSTALL NEW EOC PHONES		
131647	10/29/2015	MONTEREY BAY TELECOMM SERVICES	152.50	01 74050	TROUBLESHOOT AND REPAIR VOICEMAIL SYSTEM		
131693	10/29/2015	MONTEREY BAY TELECOMM SERVICES	95.00	01 78095	SURVEY OS SPOTS FOR SYSTEM PROPOSAL INSTALL 1MB		
		Vendor Total ----->	2,026.35				
131529	10/8/2015	MONTEREY COUNTY	16,036.28	01 60033	LAFCO BUDGET ALLOCATION FY 2015-16		
		Vendor Total ----->	16,036.28				
131648	10/29/2015	MONTEREY PENINSULA ENGINEERING	6,750.45	13 76910	FY 15-16 CP STREETS PROJECT PHASE II		
131648	10/29/2015	MONTEREY PENINSULA ENGINEERING	17,618.74	13 76901	FY 15-16 CP STREETS PROJECT PHASE II		
131648	10/29/2015	MONTEREY PENINSULA ENGINEERING	13,931.96	13 76901	FY 15-16 CP STREETS PROJECT PHASE II	588,648.50	648,070.00
		Vendor Total ----->	38,301.15				
131530	10/8/2015	MONTEREY COUNTY PETROLEUM	2,181.15	01 76046	FY 15/16 DIESEL FUEL PW		
		Vendor Total ----->	2,181.15				
131531	10/8/2015	MOORE TWINING ASSOCIATES, INC	2,700.00	13 70903	FOREST THEATRE CAP PROJECT: CONSTRUCTION INSPECTION		
		Vendor Total ----->	2,700.00				
131473	10/2/2015	MOORE LACOFANO GOLTSMAN INC	5,560.40	13 70903	CIP SUNSET CENTER: PREPARE VALET PARKING MANUAL		
		Vendor Total ----->	5,560.40				
131649	10/29/2015	MOSS, LEVY AND HARTZHEIM LLP	7,575.00	01 67400	FY 15-16 AUDIT SERVICES		
		Vendor Total ----->	7,575.00				
131532	10/8/2015	MR. ROOTER PLUMBING	3,102.69	13 70903	FY 15/16 PLUMBING WORK FOR OUTDOOR AMPATHEATER		
		Vendor Total ----->	3,102.69				
131474	10/2/2015	JAMES NECKOPULOS	1,115.95	01 33405	DS 15-142 SUBMITTED AS TRACK 2		
		Vendor Total ----->	1,115.95				
131533	10/8/2015	NEILL ENGINEERS CORP.	200.00	01 62053	CITY ENGINEER SERVICES FY15/16	800.00	2,400.00
131650	10/29/2015	NEILL ENGINEERS CORP.	7,134.63	13 76901	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
131650	10/29/2015	NEILL ENGINEERS CORP.	14,269.26	13 76910	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
131650	10/29/2015	NEILL ENGINEERS CORP.	8,414.11	13 76912	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS	46,069.00	125,380.00
		Vendor Total ----->	30,018.00				
131584	10/15/2015	NEXTEL COMMUNICATIONS	1,691.56	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
		Vendor Total ----->	1,691.56				
131534	10/8/2015	NOVA MANAGEMENT INC.	227.76	01 78050	FY 15/16 GENERAL LABOR FOR BEACH CLEANUP		
131534	10/8/2015	NOVA MANAGEMENT INC.	246.74	01 78050	FY 15/16 GENERAL LABOR FOR BEACH CLEAN UP		
131585	10/15/2015	NOVA MANAGEMENT INC.	246.74	01 78050	FY 15/16 NOVA/WARP HIRE OUTSIDE LABOR BEACH CLEAN		
		Vendor Total ----->	721.24				
131586	10/15/2015	OCCU-MED LTD.	354.50	01 67110	PREEMPLOYMENT SERVICES PSO NEWTON		
		Vendor Total ----->	354.50				
131475	10/2/2015	OFFICE DEPOT, INC.	105.37	01 67043	OFFICE SUPPLIES: PAPER/PENS/TAPE/STAPLES/TONER/		
131475	10/2/2015	OFFICE DEPOT, INC.	104.26	01 74042	FANS FOR PD		
131475	10/2/2015	OFFICE DEPOT, INC.	3.98	01 67043	OFFICE SUPPLIES: PAPER/PENS/TAPE/STAPLES/TONER/		
131475	10/2/2015	OFFICE DEPOT, INC.	26.63	01 67043	OFFICE SUPPLIES: PAPER/PENS/TAPE/STAPLES/TONER/		

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131475	10/2/2015	OFFICE DEPOT, INC.	63.13	01 69043	FY 15-16:OFFICE SUPPLIES		
131475	10/2/2015	OFFICE DEPOT, INC.	210.73	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131475	10/2/2015	OFFICE DEPOT, INC.	7.97	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131475	10/2/2015	OFFICE DEPOT, INC.	53.27	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131535	10/8/2015	OFFICE DEPOT, INC.	16.59	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131535	10/8/2015	OFFICE DEPOT, INC.	197.03	01 74043	COPIER PAPER, STENO PADS, PENS AND AIR DUSTERS		
131535	10/8/2015	OFFICE DEPOT, INC.	33.19	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131535	10/8/2015	OFFICE DEPOT, INC.	41.80	01 74042	PRINTABLE DVDS FOR COPYING OF IN CAR VIDEO		
131587	10/15/2015	OFFICE DEPOT, INC.	72.66	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	166.19	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	441.58	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	30.62	01 69043	FY 15-16:OFFICE SUPPLIES		
131587	10/15/2015	OFFICE DEPOT, INC.	(72.66)	01 76053	CREDIT MEMO 786778558001 8/12/15		
131587	10/15/2015	OFFICE DEPOT, INC.	209.14	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	30.40	01 69043	FY 15-16:OFFICE SUPPLIES		
131587	10/15/2015	OFFICE DEPOT, INC.	97.75	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	(30.40)	01 76053	CREDIT INVOICE 788498961001 8/19/15		
131587	10/15/2015	OFFICE DEPOT, INC.	(9.77)	01 64043	CREDIT INVOICE 791768506001 9/3/15		
131587	10/15/2015	OFFICE DEPOT, INC.	103.23	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	14.82	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	78.32	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	73.96	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	364.45	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	54.77	01 76053	FY 15/16 OFFICE SUPPLIES,PENS,PAPER,CLIPS,MOUSE,		
131587	10/15/2015	OFFICE DEPOT, INC.	91.64	01 69043	FY 15-16:OFFICE SUPPLIES		
131587	10/15/2015	OFFICE DEPOT, INC.	19.54	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131587	10/15/2015	OFFICE DEPOT, INC.	74.33	01 69043	FY 15-16:OFFICE SUPPLIES		
131587	10/15/2015	OFFICE DEPOT, INC.	10.86	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131587	10/15/2015	OFFICE DEPOT, INC.	39.08	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131587	10/15/2015	OFFICE DEPOT, INC.	21.72	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	71.32	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	6.39	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	7.56	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	17.98	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	14.60	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	4.37	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	72.21	01 74042	100 PACK DVD-R		
131651	10/29/2015	OFFICE DEPOT, INC.	142.65	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	12.79	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	15.13	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	35.95	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	29.19	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131651	10/29/2015	OFFICE DEPOT, INC.	8.75	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131694	10/29/2015	OFFICE DEPOT, INC.	92.41	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131694	10/29/2015	OFFICE DEPOT, INC.	57.32	01 69043	FY 15-16:OFFICE SUPPLIES		
131694	10/29/2015	OFFICE DEPOT, INC.	14.82	01 69043	FY 15-16:OFFICE SUPPLIES		
131694	10/29/2015	OFFICE DEPOT, INC.	9.77	01 69043	FY 15-16:OFFICE SUPPLIES		
131694	10/29/2015	OFFICE DEPOT, INC.	30.23	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131694	10/29/2015	OFFICE DEPOT, INC.	4.90	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131694	10/29/2015	OFFICE DEPOT, INC.	184.83	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		

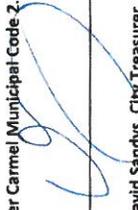
Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131694	10/29/2015	OFFICE DEPOT, INC.	60.46	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
131694	10/29/2015	OFFICE DEPOT, INC.	9.79	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
		Vendor Total ----->	3,649.60				
131695	10/29/2015	WILLIAM OSTRADICK	51.65	01 31820 0002	REFUND OVERPAYMENT OF FEES:BANK ACCT COMPROMISED,		
131695	10/29/2015	WILLIAM OSTRADICK	1.00	01 33351 0004	REFUND OVERPAYMENT OF FEES:BANK ACCT COMPROMISED,		
		Vendor Total ----->	52.65				
131652	10/29/2015	OTTO CONSTRUCTION	139,671.85	13 70903	CIP:FOREST THEATRE RENOVATION-ALL LABOR,TOOLS,		
		Vendor Total ----->	139,671.85				
131476	10/2/2015	OVERPAYMENT RECOVERY	1,691.78	13 55007 0003	OVERPAYMENT FOR AMBULANCE SERVICE (CF-13-0068)		
		Vendor Total ----->	1,691.78				
131507	10/2/2015	PACIFIC GAS & ELECTRIC CO	7,883.86	01 80026	FY 15/16:GAS & ELECTRIC SERVICES ALL FACILITIES		
		Vendor Total ----->	7,883.86				
131653	10/29/2015	PACIFIC CREDIT SERVICES INC.	24.00	01 67110	CREDIT CHECKS FOR POLICE OFFICER APPLICANTS		
		Vendor Total ----->	24.00				
131536	10/8/2015	PACIFIC CREST ENGINEERING INC	656.48	13 70903	FOREST THEATER GEOTECH ENGINEERING/SOIL SURVEY		
131536	10/8/2015	PACIFIC CREST ENGINEERING INC	3,125.28	13 70903	FOREST THEATER GEOTECH ENGINEERING/SOIL SURVEY		
131588	10/15/2015	PACIFIC CREST ENGINEERING INC	2,990.01	13 70903	FOREST THEATER GEOTECH ENGINEERING/SOIL SURVEY		
		Vendor Total ----->	6,771.77				
131589	10/15/2015	PACIFIC GAS & ELECTRIC	19.44	01 80026	FLANDERS:GAS & ELECTRIC SERVICE		
		Vendor Total ----->	19.44				
131537	10/8/2015	PACIFIC GAS & ELECTRIC	20.20	01 80026	SCENIC RESTROOMS:GAS & ELECTRIC SERVICE		
		Vendor Total ----->	20.20				
131654	10/29/2015	PAIGE JOHNSON DESIGN INC	425.00	01 80400	PROF SERVICES:DESIGN/LAYOUT FOR CENTENNIAL SIGNS		
		Vendor Total ----->	425.00				
131590	10/15/2015	PALACE ART & OFFICE SUPPLY	369.31	01 67170	ERGONOMICS STUDY/CHAIR FOR EMPLOYEE ALMARIO		
		Vendor Total ----->	369.31				
131477	10/2/2015	LINDA PALERMO	99.80	13 55007 0003	REIMBURSEMENT TO CUSTOMER FOR AMBULANCE		
		Vendor Total ----->	99.80				
131655	10/29/2015	ESTHER PARTIDO	319.58	01 74030	MILEAGE REIMBURSEMENT & MEAL ALLOWANCE FOR PSO		
		Vendor Total ----->	319.58				
131696	10/29/2015	PCS MOBILE	66,913.26	40 74802	LICENSE PLATE RECOGNITION EQUIP&SYSTEM		
		Vendor Total ----->	66,913.26				
131538	10/8/2015	PENINSULA MESSENGER SERVICE	3,960.00	01 80204	FY 15-16 MAIL SORTING AND DELIVERY CONTRACT	3,960.00	37,125.00
		Vendor Total ----->	3,960.00				
131478	10/2/2015	PENINSULA WELDING & MEDICAL SUPPLY, INC	21.63	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
131656	10/29/2015	PENINSULA WELDING & MEDICAL SUPPLY, INC	63.00	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
131656	10/29/2015	PENINSULA WELDING & MEDICAL SUPPLY, INC	55.90	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
		Vendor Total ----->	140.53				
131422	10/12/2015	PET SPECIALISTS OF MONTEREY	(61.30)	01 74095	CK# 131422 Reversed		
		Vendor Total ----->	(61.30)				
131657	10/29/2015	PIE SERVICES (INC)	300.00	01 69051	PBD-MONTHLY SERVICE FEE FOR MAILING LABEL SOFTWARE	6,956.05	10,800.00
		Vendor Total ----->	300.00				
131697	10/29/2015	PURCHASE POWER	2,300.00	01 80038	POSTAGE 10/22/15 ACCOUNT# 28553824 METER# 3199376		
		Vendor Total ----->	2,300.00				
131508	10/2/2015	PITNEY BOWES GLOBAL FIN SVCS LLC	582.44	01 80038	FY 15-16 POSTAGE MACHINE LEASE #1497795		
131658	10/29/2015	PITNEY BOWES GLOBAL FIN SVCS LLC	582.44	01 80038	FY 15-16 POSTAGE MACHINE LEASE #1497795		
		Vendor Total ----->	1,164.88				
131509	10/2/2015	MICHAEL BAKER INTERNATIONAL INC	4,375.86	13 78908	CIP:RIO RD MTNP ENTRY PLANNER SERVICES EIR REPORT		
131591	10/15/2015	MICHAEL BAKER INTERNATIONAL INC	5,880.00	01 69051	CP&B:STAFFING SUPPORT:PLANNER AND COUNTER SERVICES		
131659	10/29/2015	MICHAEL BAKER INTERNATIONAL INC	263.75	13 70903	FOREST THEATER BIRD SURVEY		

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131698	10/29/2015	MICHAEL BAKER INTERNATIONAL INC Vendor Total ----->	2,923.04	13 78908	CIP:RIO RD MTNP ENTRY PLANNER SERVICES EIR REPORT	32,476.99	83,500.00
131699	10/29/2015	POSTMASTER Vendor Total ----->	13,442.65	01 76041	POP BOX AND CALLER SERVICE RENEWAL FEE		
131479	10/2/2015	LUKE POWELL	136.00	01 74030	REIMBURSEMENT TO SGT LUKE POWELL FOR MEAL		
131660	10/29/2015	LUKE POWELL Vendor Total ----->	388.95	01 74030	REIMBURSEMENT TO SGT LUKE POWELL FOR MILEAGE		
131480	10/2/2015	PRECISION ALARMS & AUTOMATION SOLUTIONS Vendor Total ----->	348.04	01 74050	ACCESS TO POLICE SURVEILLANCE VIDEO FOR		
131481	10/2/2015	PROSERVE FACILITY SERVICES	736.99	01 70053	FY 2015-16 JANITORIAL SERVICES AS FOLLOWS:CITY		
131661	10/29/2015	PROSERVE FACILITY SERVICES Vendor Total ----->	190.00	01 70053	FY 2015-16 JANITORIAL SERVICES AS FOLLOWS:CITY	53,826.00	79,962.00
131700	10/29/2015	PSTS, INC. Vendor Total ----->	26,654.00	01 76049	FY 15/16 MAINT.ON PUMP 2 MONTHS-THE OIL WATER		
131482	10/2/2015	PUBLIC STORAGE INC	525.00	01 67053	CITY STORAGE UNIT FOR DOCUMENTS OFFSITE FY15/16		
131592	10/15/2015	PUBLIC STORAGE INC Vendor Total ----->	573.00	01 67053	CITY STORAGE UNIT FOR DOCUMENTS OFFSITE FY15/16		
131483	10/2/2015	RANCHO CAR WASH Vendor Total ----->	1,146.00	01 74050	CARWASHES FOR MONTH OF AUGUST 2015		
131483	10/2/2015	RANCHO CAR WASH Vendor Total ----->	53.13	01 74050	CARWASHES FOR MONTH OF JULY		
131484	10/2/2015	REVENUE AND COST SPECIALISTS LLC	113.47	01 69051	FY 15-16 STAFFING:CONTRACT PLANNER	232,028.96	259,320.00
131662	10/29/2015	REVENUE AND COST SPECIALISTS LLC Vendor Total ----->	166.60	01 69051	FY 15-16 STAFFING:CONTRACT PLANNER		
131485	10/2/2015	RINCON CONSULTANTS INC Vendor Total ----->	6,187.50	01 67053 0100	PROF FEE:COST ALLOCATION PLAN AND USER FEE STUDY		
131663	10/29/2015	ROBERT JACQUES Vendor Total ----->	6,187.50	01 67053 0100	PROF FEE:COST ALLOCATION PLAN AND USER FEE STUDY		
131593	10/15/2015	DAVE ROOS Vendor Total ----->	19,762.50	01 33405	FY 15/16 ASSISTANCE ON MRSWMP AND ASBS SPECIAL		
131486	10/2/2015	ROSS ROOFING, INC. Vendor Total ----->	1,350.00	01 33405	REFUND FEE FROM DS-14-129 (ROOS)		
131510	10/2/2015	RYAN RANCH PRINTERS	271.23	01 33405	Design Study Track 1 refund		
131510	10/2/2015	RYAN RANCH PRINTERS	271.23	01 33405	BUSINESS CARDS:CATHERINE TARONE & ROB CULVER		
131664	10/29/2015	RYAN RANCH PRINTERS	206.66	01 69039	BUSINESS CARDS:CATHERINE TARONE & ROB CULVER		
131664	10/29/2015	RYAN RANCH PRINTERS	59.74	01 76043	BUSINESS CARDS:CATHERINE TARONE & ROB CULVER		
131487	10/2/2015	THE SAFARILAND GROUP Vendor Total ----->	59.74	01 78039	BUSINESS CARDS FOR MATTHEW FEISTHAMEL		
131665	10/29/2015	SAFEWAY SIGN CO. Vendor Total ----->	234.37	01 64043	CITY STATIONARY/ENVELOPES/BUSINESS CARDS		
131666	10/29/2015	SAME DAY SHRED Vendor Total ----->	413.60	01 74030	REGISTRATION FEE FOR SGT LUKE POWELL FOR		
131667	10/29/2015	SCARBOROUGH LUMBER & BUILDING Vendor Total ----->	275.00	01 76045	FY 15/16 STREET SIGNS FOR REPLACEMENT		
131539	10/8/2015	SELECT TEMPORARY SERVICES	515.28	01 74053	64 GALLON BIN & NON PAPER MEDIA BIN		
131594	10/15/2015	SELECT TEMPORARY SERVICES	515.28	01 78045	1 HOSE		
131701	10/29/2015	SELECT TEMPORARY SERVICES Vendor Total ----->	32.50	01 78045	RETURNED BIB HOSE VALVE		
131540	10/8/2015	SENTRY ALARM SYSTEMS	39.81	01 70053	FY 15-16 SECURITY ALARM MONITORING ALL FACILITIES	9,041.18	8,882.00
			(13.98)	01 76050	TEMP LABOR/PUBLIC WORKS		
			25.83	01 76050	FY15/16 OUTSIDE LABOR PUBLIC WORKS DEPT		
			393.20	01 76050	STAFFING FOR PUBLIC WORKS		
			444.57	01 76050			
			1,230.97				
			183.00				

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		Vendor Total ----->	183.00				
131511	10/2/2015	SHARON FRIEDRICHSEN	1,223.99	01 64030	REIMBURSE FOR CA LEAGUE OF CITIES CONF 930-10/2/15		
		Vendor Total ----->	1,223.99				
131488	10/2/2015	PAZ SHULA LTD	25.00	13 55007 0003	REIMBURSEMENT TO CUSTOMER FOR AMBULANCE		
		Vendor Total ----->	25.00				
131668	10/29/2015	SIRCHIE FINGER PRINT LABS	91.43	01 74054	EVIDENCE BAGS		
		Vendor Total ----->	91.43				
131595	10/15/2015	SKIPS ONE STOP MONTEREY	9.04	01 76047	FY 15/16 PARTS FOR CITY CAR WIPER BLADES		
131595	10/15/2015	SKIPS ONE STOP MONTEREY	25.10	01 76047	FY 15/16 PARTS FOR CITY CAR FLASHER FOR UNIT 5		
		Vendor Total ----->	34.14				
131489	10/2/2015	SKYLINE ENGINEERING	2,800.00	13 70903	CIP:FOREST THEATER ROOF-INSPECTION/ANALYSIS		
		Vendor Total ----->	2,800.00				
131490	10/2/2015	SOUTH BAY REGIONAL PUBLIC SAFETY	70.00	01 74030	REGISTRATION FEE FOR CORPORAL LIGHTFOOT FOR		
		Vendor Total ----->	70.00				
131596	10/15/2015	SPENCER'S TREE SERVICE	1,800.00	01 78050	FY 15/16 TREE REMOVAL		
		Vendor Total ----->	1,800.00				
131669	10/29/2015	SUMMIT UNIFORMS	689.48	01 74031	NEW UNIFORM PURCHASE FOR PSO CHRISTINA NEWTON		
131669	10/29/2015	SUMMIT UNIFORMS	208.80	01 74031	NEW UNIFORM PURCHASE FOR VOLUNTEER ROBERT		
		Vendor Total ----->	898.28				
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	187,500.00	01 80900	SUNSET CENTER ENABLING GRANT FISCAL YEAR 15-16 2		
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	187,500.00	01 80900	SUNSET CENTER ENABLING GRANT FISCAL YEAR 15-16 3RD		
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	187,500.00	01 80900	SUNSET CENTER ENABLING GRANT FISCAL YEAR 15-16 4		
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	(187,500.00)	01 80900	Ck# 131597 Reversed		
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	(187,500.00)	01 80900	Ck# 131597 Reversed		
131597	10/15/2015	SUNSET CULTURAL CTR. INC.	(187,500.00)	01 80900	Ck# 131597 Reversed		
131607	10/15/2015	SUNSET CULTURAL CTR. INC.	187,500.00	01 80900	SUNSET CENTER ENABLING GRANT FISCAL YEAR 15-16		
		Vendor Total ----->	187,500.00				
131491	10/2/2015	SUNBADGE COMPANY	71.42	01 74031	RETIREMENT BADGE FOR EMPLOYEE PER 4A2		
		Vendor Total ----->	71.42				
131492	10/2/2015	T2 SYSTEMS CANADA INC	50.00	01 74053	EMS FEATURES FOR OCTOBER 2015		
		Vendor Total ----->	50.00				
131670	10/29/2015	TEREX SERVICES	1,000.00	01 76049	FY 15/16 REPAIR TO HI-RANGER AERIAL LIFT VEHICLE		
		Vendor Total ----->	1,000.00				
131671	10/29/2015	TRANSUNION RISK & ALTERNATIVE	26.00	01 74053	INVESTIGATIVE SEARCHES FOR MONTH OF SEPTEMBER		
		Vendor Total ----->	26.00				
131541	10/8/2015	TNT PAINTING & DECORATING,INC.	1,650.00	01 70050	FY 15/16 FIRE STATION GARAGE/BAY PARKING LINES		
		Vendor Total ----->	1,650.00				
131598	10/15/2015	TOPE'S TREE SERVICE INC.	1,600.00	01 78050	FY 15/16 TREE REMOVAL -OCEAN ZSE CARMMELO		
		Vendor Total ----->	1,600.00				
131599	10/15/2015	TRISTAR RISK MANAGEMENT	1,200.00	01 80424	TPA RISK MNGMT CLAIMS ADMIN SERVICES		
131702	10/29/2015	TRISTAR RISK MANAGEMENT	1,200.00	01 80424	TPA RISK MNGMT CLAIMS ADMIN SERVICES		
		Vendor Total ----->	2,400.00				
131600	10/15/2015	TRUCKSIS ENTERPRISES,INC.	552.50	01 69051	INSTALLATION 5 POLES:CARMEL FILM FESTIVAL (OCT14)		
		Vendor Total ----->	552.50				
131601	10/15/2015	ULINE SHIPPING SUPPLY SPECIALISTS	211.59	01 76057	FY 15/16 GLOVES SAFETY GLASSES		
		Vendor Total ----->	211.59				
131512	10/2/2015	UNION BANK OF CALIFORNIA	106,981.26	08 91810	PUBLIC IMPROVEMENT AUTH 2010 REFUNDING LEASE BOND		
131512	10/2/2015	UNION BANK OF CALIFORNIA	295,000.01	08 91809	PUBLIC IMPROVEMENT AUTH 2010 REFUNDING LEASE BOND		
131512	10/2/2015	UNION BANK OF CALIFORNIA	(17.33)	08 10008	PUBLIC IMPROVEMENT AUTH 2010 REFUNDING LEASE BOND		
131703	10/29/2015	UNION BANK OF CALIFORNIA	2,013.00	08 91811	ANNUAL ADMIN FEE PLUS 6% EXPENSES AND WIRE FEE		

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131672	10/29/2015	Vendor Total ----->	403,976.94				
		URETSKY SECURITY	17,119.75	01 74053	FIXED SITE SECURITY GUARDS FOR BEACH PATROL	31,924.75	60,000.00
		Vendor Total ----->	17,119.75				
131542	10/8/2015	US BANK	29.54	01 76046	FUEL PURCHASE FOR AMBULANCE WHILE CITY GAS		
131542	10/8/2015	US BANK	37.05	01 76046	FUEL FOR AMBULANCE WHILE CITY PUMPS WERE DOWN		
131673	10/29/2015	US BANK	199.00	01 67100	CAL CARD:FAS RECRUITMENT AD/PLAQUES/TRAVEL EXPENSE		
131673	10/29/2015	US BANK	217.21	01 70920	CALCARD C WATERS MAINT SUPPLIES/4 OFFICE CHAIRS		
131673	10/29/2015	US BANK	130.35	01 78045	CAL CARD M BRANSON SUPPLIES/NAME PLATES/REG.		
131673	10/29/2015	US BANK	45.50	01 78045	FY 15/16 IRRIGATION PARTS		
131673	10/29/2015	US BANK	1,252.35	01 76049	CAL CARD:FAS RECRUITMENT AD/PLAQUES/TRAVEL EXPENSE		
131673	10/29/2015	US BANK	649.60	01 70045	CALCARD C WATERS MAINT SUPPLIES/4 OFFICE CHAIRS		
131673	10/29/2015	US BANK	118.40	01 76043	CAL CARD M BRANSON SUPPLIES/NAME PLATES/REG.		
131673	10/29/2015	US BANK	136.44	01 67428	CAL CARD:FAS RECRUITMENT AD/PLAQUES/TRAVEL EXPENSE		
131673	10/29/2015	US BANK	80.00	01 78030	CAL CARD M BRANSON SUPPLIES/NAME PLATES/REG.		
131673	10/29/2015	US BANK	369.12	01 60207	CAL CARD:FAS RECRUITMENT AD/PLAQUES/TRAVEL EXPENSE		
131673	10/29/2015	US BANK	32.53	01 76043	CAL CARD M BRANSON SUPPLIES/NAME PLATES/REG.		
131673	10/29/2015	US BANK	80.00	01 78030	CAL CARD M BRANSON SUPPLIES/NAME PLATES/REG.		
131704	10/29/2015	US BANK	164.44	01 67045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	159.00	01 67428	EMP PARTY GIFTS,IT MONTHLY,TIMECLOCK,MEMBERSHIP		
131704	10/29/2015	US BANK	65.16	01 82055	100 YR. ANNIVERSARY OF FIRE DEPT. FOAM BOARD FOR		
131704	10/29/2015	US BANK	225.83	01 70045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	167.95	01 67049	EMP PARTY GIFTS,IT MONTHLY,TIMECLOCK,MEMBERSHIP		
131704	10/29/2015	US BANK	19.10	01 67045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	59.00	01 67049	EMP PARTY GIFTS,IT MONTHLY,TIMECLOCK,MEMBERSHIP		
131704	10/29/2015	US BANK	161.53	01 70045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	350.00	01 67030	EMP PARTY GIFTS,IT MONTHLY,TIMECLOCK,MEMBERSHIP		
131704	10/29/2015	US BANK	1,245.93	01 70045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	757.00	01 67030	EMP PARTY GIFTS,IT MONTHLY,TIMECLOCK,MEMBERSHIP		
131704	10/29/2015	US BANK	424.50	01 70045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
131704	10/29/2015	US BANK	108.46	01 70045	CALCARD C WATERS SUPPLIES FOR MAINT & PW		
		Vendor Total ----->	7,284.99				
131705	10/29/2015	ANDREW VANDERFORD	7.32	01 76045	MILEAGE FOR VARIOUS CITY PROJECTS IN OWN CAR		
		Vendor Total ----->	7.32				
131674	10/29/2015	VAPOR CLEANERS INC	37.35	01 74050	DRYCLEANING OF JAIL BLANKET		
		Vendor Total ----->	37.35				
131493	10/2/2015	VERIZON WIRELESS	14.04	07 73053	FY 15/16 AMBULANCE CELL PHONE		
131602	10/15/2015	VERIZON WIRELESS	205.21	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
131675	10/29/2015	VERIZON WIRELESS	14.04	07 73053	FY 15/16 AMBULANCE CELL PHONE		
		Vendor Total ----->	233.29				
131494	10/2/2015	WAGWORKS	90.00	01 99017	FLEX SPENDING ACCT FOR EMP(AFAC)ANNUAL ADMIN FEE		
131494	10/2/2015	WAGWORKS	90.00	01 99017	FLEX SPENDING ACCT FOR EMP(AFAC)ANNUAL ADMIN FEE		
		Vendor Total ----->	180.00				
131495	10/2/2015	WALKER PARKING CONSULTANTS	160.00	13 74901	FIELD DATA COLLECTION		
		Vendor Total ----->	160.00				
131676	10/29/2015	WALD,RUHNKE & DOST ARCHITECTS, LLP	325.00	13 70905	REPLACEMENT OF EXISTING GAURDRAIL @SUNSET CENTER		
		Vendor Total ----->	325.00				
131603	10/15/2015	JEFFERY D. WATKINS	100.00	01 67428	PER RESO 2007-55 EMP RECOG 10 YRS.OF SERVICE		
		Vendor Total ----->	100.00				
131604	10/15/2015	WINNERS AWARDS & ENGRAVER	143.39	50 24050 0632	FY 15/16 BRONZE PLAQUE WESLEY D ANGELO BENCH		
		Vendor Total ----->	143.39				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
131677	10/29/2015	WITTMAN ENTERPRISES, LLC	17,893.98	07 73053	AMBULANCE BILLING SERVICE SFOR FY-15/16		
		Vendor Total ----->	17,893.98				
131605	10/15/2015	ASHLEE WRIGHT	560.70	01 64030	HOTEL REIMBURSEMENT CLERK TRAINING SEPT 8-11,2015		
		Vendor Total ----->	560.70				
131496	10/2/2015	ANNA YATEMAN	154.99	01 33405	REFUND OF DESIGN STUDY TRACK ONE FEE TO ANNA YATEM		
		Vendor Total ----->	154.99				
		266 Checks Grand Total ->	1,518,120.74				

Per Carmel Municipal Code 2.12.020

 David Sandys, City Treasurer



CITY OF CARMEL-BY-THE-SEA

November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Ashlee Wright, City Clerk

SUBJECT: Monthly Reports: Contracts with the City Administrator, Community Planning and Building Department Reports, Police, Fire, Ambulance, Beach Reports, Public Records Act Requests, Forester Report, and City Treasurer's Investment Report

RECOMMENDATION

Accept the Reports.

ATTACHMENTS

1. Contracts executed within the City Administrator's signing authority for the month of October
2. Community Planning and Building Reports for the month of October
3. Police, Fire, Ambulance and Beach Reports for the month of October
4. Public Records Act Requests for the Month of October
5. Forester Reports for the month of October
6. City Treasurer's Investment Report for the month of October

APPROVED:

Mike Calhoun, Interim City Administrator

Date: 11/23/2015

CITY OF CARMEL-BY-THE-SEA
COMMUNITY PLANNING & BUILDING DEPARTMENT
INTEROFFICE MEMO

TO: Mike Calhoun, Interim City Administrator

FROM: Marc Wiener, Acting Community Planning and Building Director

DATE: December 1, 2015

REF: Community Planning and Building Monthly Summary – October

Attached are the October 2015 activity reports for the Planning Permits, Building Permits, Encroachment Permits, and Code Compliance Cases.

PLANNING AND BUILDING TRENDS:

In October, 41 Planning Permit, 36 Building Permit, and 8 Encroachment Permit applications were submitted. A total of 406 Planning Permit, 398 Building Permit, and 106 Encroachment Permit applications have been submitted this year. Permit applications continue to be submitted at a consistent rate.

CODE COMPLIANCE TRENDS:

For Code Compliance, City staff fielded a total of 29 code compliance requests. Code Compliance staff continues to work on open cases to bring these to resolution. For the requests logged this month, the average initial investigation turn-around time was 7 business days. There have been 349 code compliance requests this year. Code compliance has continued to focus its efforts on illegal short term rentals.

CURRENT ACTIVITIES

- The City is in the process of hiring a building inspector. Recruitments were opened for a full-time permit technician and senior planner. These positions are currently being provided by contractors.
- The Planning Department is in the process of updating its website. Permit applications, information handouts and staffing information are all being updated.
- Interim Permitting Standards for synthetic grass were recently drafted by staff in response to AB 1164, which prohibits cities from denying such applications, but allows some degree of local regulation. The Interim Permitting Standards were presented to the Forest and Beach Commission on November 12, 2015. The Forest and Beach Commission

provided input and recommendations on the standards. The Permitting Standard will next be presented to the Planning Commission and eventually the City Council in order to adopt a formal policy.

City of Carmel-by-the-Sea Encroachment Permit Report October 2015

10/01/2015 - 10/31/2015

Permit #	Permit Date	Assigned To	Permit Type	Date Submitted	Date Issued	Project Description	Property Location	Contractor	Status
150104	10/30/2015	Christy Sabdo	Driveway	10/30/2015		Remove and Replace existing asphalt driveway with same material. Extend asphalt aprox. 6' by 6' to replace existing brick walkway to reduce tripping hazard.			In Review
150103	10/28/2015	Rob Mullane	Temp Ench	10/28/2015	10/28/2015	4' x 6' bellhole to replace/repair gas line per	Monte Verde 1 SW of 3rd	MPE Construction	Approved
150102	10/27/2015	Rob Culver	Temp Ench	10/27/2015	11/4/2015	Trench 4' x 4' bellhole to replace copper service	2969 Franciscan Way	ARB Contractors	Approved
150101	10/27/2015	Rob Culver	Temp Ench	10/27/2015	11/4/2015	Trench 4' x 4' bellhole to replace copper service	SO Side 7TH Ave 4 N of Forest	ARB Contractors	Approved
150100	10/26/2015	Rob Culver	POD	10/26/2015		Set POD in ROW	SW Corner Casanova & 12th		In Review
150099	10/15/2015	Rob Culver	Temp Ench	10/15/2015	10/27/2015	Trench 5' x 5' pot hole to replace sewer lateral	Camino Real 2 NE of 13th	Cato's General Engineering (JOSE)	Approved
150098	10/5/2015	Carol Johnson	Temp Ench	10/5/2015	10/13/2015	Remove and replace concrete, asphalt curb & gutter due to tree roots at property line approx. 50 feet	12 th Ave 3 NE of Monte Verde	James Somerville	Approved
150097	10/1/2015	Carol Johnson	Temp Ench	10/1/2015	10/1/2015	Trench for new sewer and gas tie-in, 6' trench for sewer lateral, 20' for gas line.	Monte Verde 3 NE of 4th Ave	James Somerville	Approved

Total Records: 8

11/18/2015

City of Carmel-by-the-Sea Code Compliance Case Report October, 2015

10/01/2015 - 10/31/2015

Case #	Date Received	Case Type:	Status	Problem Description	Date Closed
349	10/26/2015	Right of way Violation	Closed	Rocks in front of residence in ROW	11/17/2015
348	10/26/2015	Right of way Violation	Closed	Dirt and bender board in City ROW	11/16/2015
347	10/26/2015	Other	Closed	Dilapidated residence	10/28/2015
346	10/22/2015	Right of way Violation	Closed	Portable construction toilet not wrapped at job site.	10/22/2015
345	10/21/2015	Other	Closed	Pressure washing residence	
344	10/21/2015	Planning/Building Violation	Closed	Unauthorized work	10/23/2015
343	10/21/2015	Planning/Building Violation	Closed	Unauthorized work	10/28/2015
342	10/19/2015	Business License Violation	Closed	Outdoor seating in violation of business license approval	10/19/2015
341	10/18/2015	Other	Open	Bright exterior lights attached to roofline	
340	10/18/2015	Other	Open	Bright exterior lights attached to building roofline	
338	10/19/2015	Gas Leaf Blower Violation	Closed	Observed gardener using gas leaf blower	10/19/2015
337	9/30/2015	Right of way Violation	Closed	Gravel in ROW	9/12/2015
336	10/12/2015	Right of way Violation	Closed	Right of way work without permits	10/19/2015
335	10/8/2015	Right of way Violation	Closed	7 trash cans and 1 recycle can left on sidewalk	10/14/2015
334	10/7/2015	Public Nuisance	Open	Accumulation of trash and junk in front yard	
333	10/7/2015	Sign Violation	Closed	Election sign in ROW	10/8/2015
332	10/8/2015	Planning/Building Violation	Closed	Holiday string lights in window display	10/14/2015
331	10/8/2015	Sign Violation	Closed	Neon open sign in window	10/8/2015
330	10/8/2015	Planning/Building Violation	Closed	Damage to redwood tree during construction	10/14/2015
329	10/8/2015	Planning/Building Violation	Closed	Sand and gravel in ROW	10/9/2015
328	9/25/2015	Other	Open	Bright lights bothering neighbor	
327	9/30/2015	Right of way Violation	Open	Gravel in ROW	
326	9/30/2015	Right of way Violation	Open	Gravel in ROW	
325	9/30/2015	Right of way Violation	Open	Gravel in City ROW	
324	8/23/2015	Right of way Violation	Open	Gravel in ROW	
323	8/23/2015	Right of way Violation	Open	Gravel in ROW	

322	8/23/2015	Right of way Violation	Open	Gravel in ROW	
321	9/18/2015	Planning/Building Violation	Open	Trash cans visible, holiday lights displayed, broken fence	
319	8/16/2015	Planning/Building Violation	Closed	trellis appears too large	9/30/2015

Total Records: 29

11/18/2015

City of Carmel-by-the-Sea Building Permit Report October, 2015

10/01/2015 - 10/31/2015

Permit #	Permit Type	Project Description	Property Location	Owner Name	Contact	Date Issued	Status
150398	Building	Repair and replace exterior wood siding and trims like for like.	SE Corner of 3rd and Lobos	Breedlove	Cypress Termite Construction	10/30/2015	Issued
150397	Plumbing	Sewer line replacement from sub floor under home.	Dolores 3 NW of Santa Lucia	Buxton (Imel / Lathrop)	Chris Wilson Plumbing	10/29/2015	Finald
150396	Building	Residential Remodel 705 sq ft, partial demo of interior walls, add powder room, move existing fireplace add 12.5 sq ft.	San Antonio 2 SE of 12th	Yellich			In Review
150395	Building	Tenant Improvement Restaurant Interior remodel new lighting, repair floor in kitchen, remodel bathroom	Ocean Ave 4 SW of 1st	Scadia Lopez LTD Partner (Former Porta Bella)	Ron Brown		In Review
150394	Building	Partial water re-pipe, partial elec re-wire, sheetrock repair, new flooring, painting.	Torres 2 SE of 1st	Mahoney (Hermes)	Kelly Howell		In Review
150393	Building	Install new gas powered generator.	2934 Santa Lucia	Sue Mc Cloud	Mike Cate	10/12/2015	Issued
150392	Building	Re-roof, install Class A fire rated DuroLast 40mil PVC Roof over existing cap sheet roof, Replace like for like wood shingle siding.	NE Corner Mission & 10th	Twomey	Rafael Heredia	11/10/2015	Issued
150391	Building	Re-roof like for like wood shake to wood shake fire rated cap sheet and 30 lb shake felt.	NE Corner Lobos & 2nd	Robert Beck	David Costa (DC Roofing)	10/26/2015	Finald

150390	Building	Minor repair/replace to bathtub splash and floor tile.	Mission 5 SE of 4th (Del Mission Court) Unit 5	David & Joanna Finnis	Frank Bruno	10/26/2015	Issued
150389	Building	RED TAG Correcting a violation & removing illegal floor area.	Monte Verde 6 SE of 13th	Wendy & Jim Howells	Claudio Ortiz		In Review
150388	Building	Front unit. Minor Remodel kitchen & 1 bath.	Monte Verde 3 SE of 12th	Eric & Cynthia Meyer	Doug Starr	11/16/2015	Issued
150387	Building	New security fence enclosing back patio & southside of existing building	SW Corner Mission & 7th	Montag (Girl-Boy-Girl)	Kasey Ventimiglia		In Review
150386	Building	Install 12 solar panels to roof.	Carmelo 2 NE of 11th	Paravicini-Yateman Trust	Solex / Duke Kelso	11/9/2015	Issued
150385	Building	Bath remodel, minor electrical.	Lincoln 4 NW of 11th	Hydorn & Mc Carthy Trust)	Doug Starr	10/23/2015	Issued
150384	Building	Tenant Improvement, minor electrical, floors, cabinets, paint	San Antonio 3 NW of 7th	Durham (VLG Investments Co)	Matt Gersonde	10/28/2015	Issued
150383	Plumbing	Remove and replace water heater.	1st Ave 2 NE of San Carlos	Hoffman	Lily Kuns	10/20/2015	Issued
150382	Building	Kitchen remodel, all interior work.	Casanova 3 SW of 12th	Michael & Phyliss Entis Trust	Michael & Phyliss Entis	10/22/2015	Issued
150381	Building	Tankless water heater, electrical, new door and landing, update utilities	Carpenter 1 NE of 5th	Carrigg	Mary Ann Carrigg		In Review
150380	Building	tear off 15 sf of tar and gravel (gray) go back to tar and gravel (gray)	Santa Fe 2 SE of 5th	Kelley Zavas	Scott Townsend	10/19/2015	Issued
150377	Building	Repair termite damaged deck	Ocean Ave 5 NE of Carpenter	Gwen Foster	Roberto Hernandez	10/30/2015	Finald
150376	Building	(Commercial TI) replace windows, paint to match existing, re-roof with gray roll off roofing.	NORTH SIDE OCEAN AVE 2 SOUTH OF MISSION	CARMEL PROPERTIES LLC	Alan Lehman, Mike Hare (contractor)		Approved
150375	Building	Re-roof BACH BUILDING with comp shingles "Max Def Moire Black".	San Carlos Btwn 8th & 10th	City of Carmel by the Sea	Legacy Roofing & Waterproofing	10/16/2015	Issued

150374	Plumbing	Plumbing repairs.	SE Corner 4th & Junipero	City of Carmel by the Sea	A & R Plumbing	10/22/2015	Issued
150373	Building	Re-roof like for like, install Shake "Teal Prime Cut" heavy class 'B' over 1 layer 72 lb mineral cap sheet & 30 lb felt interlace for Class 'A' fire rating.	Scenic 3 SE of Ocean	Thomas & Sally Edsall	Rafa Heredia	10/29/2015	Issued
150372	Building	Remodel bathroom, minor frame & tile work.	NE Corner Camino Real & 12th	John Graney	Harlan Bradley	10/16/2015	Issued
150371	Building	Re-roof due to fire damage, remove and replace membrane at flat roof area. Install 5/8" ACX plywood over entire roof deck. Install 1 layer 1/4" glass mat roof board over 1 layer Soprema vapor barrier. Install 66 Mil Tuf Deck single ply deck membrane at horizontal surfaces, at wall details install Dark Gray 50 Mil DuroLast single ply membrane.	Dolores 5 NW of 7th	Begl Associates_Le Towt	Scudder Roofing	10/14/2015	Issued
150370	Building	Re-roof, like for like Tar and Gravel	NW Corner 13th & San Antonio	Stan Meresman	Ross Roofing	10/15/2015	Issued
150369	Building	Residential remodel and 1st floor addition 287sf, removal of 480 sf of aggregate walkway, patios, asphalt driveway. Install new decomposed granite driveway. Remove aggregate surfaces from ROW.	Santa Rita 9 SE of Ocean	Ikedda	Harlan Bradley	11/17/2015	Issued
150368	Building	Install Avalon 616 fireplace gas insert.	Scenic 5 SE of 10th Ave	Vera Deatherage Et Al	Gerald Forbes	10/8/2015	Issued
150367	Electrical	Panel change, add 6 - 20 AMP, 120 Volt Circuits.	NW Corner Junipero & 5th	Freschi (YAFA Restaurant)		10/7/2015	Finald

150366	Building	Partial Re-roof of west end of building - composition shingles, cricket west roof portions only to match existing product style Oakridge Shingles and color Sierra Gray.	SE Corner Ocean & San Carlos	Robert Ward	Jose Arriaga	10/2/2015	Issued
150365	Building	Add new bathroom, interior remodel, windows	Camino Real 6 NW of Ocean	Duke Trust-Willis	Claudio Ortiz		In Review
150364	Building	Add upstairs bathroom, dormer windows & interior, exterior renovations. DS -15-42	3rd Ave 2 SE of Torres	Susie & John Woodford	Marcus Dalton		In Review
150363	Building	Remodel kitchen & baths change out sinks, vanities, mirrors, molding, paint like for like.	SE Corner 9th and Casanova	Kyle & Robin Adams		10/5/2015	Issued
150362	Plumbing	Water re-pipe for 2 bathrooms and 2 sinks	NW Corner 5th & Junipero	Raymond & Shirley Freschi (YAFA Restaurant)	Mike	10/6/2015	Finald

Total Records: 36

11/18/2015

**City of Carmel-by-the-Sea
Planning Permit Report
October 2015**

10/01/2015 - 10/31/2015

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Owner Name	Applicant	Assigned To	Status
15406	Planner Research	Lot Legality Opinion		10/29/2015		Carl and Jane Panattoni	Aengus Jeffers		Pending Assignment
15405	Design Study	Substantial Alterations	Carmelo, 4 SE of Ocean Ave.	10/28/2015		James Cordano Jr.	Chad Brown	Matthew Sundt	In Review
15404	Design Study	A 109 sq. ft. addition on the west elevation. Raise the elevation of the roofline on the east to the 24-foot-high existing roofline. Install a wood shake roof and five wood windows on the west elevation, three windows on the south elevation, and one window on the raised east elevation. New 4-foot-high wood fence, a Carmel stone patio, walkway and stone pads, wood stairs and landing and a planter.	3rd Ave. 2 SW of Dolores	10/28/2015		Steve Lampi	John Mandurrago	Catherine Tarone	In Review
15402	Sign	Sign installation	NW Corner of Torres and 4th	10/27/2015		Three Aries 4550 LLC	Julian Bliss	Matthew Sundt	In Review
15401	Design Study	Alterations to the guest cottage including replacement of the existing vents with a window, the replacement doors. The installation of a gas fireplace vent and terminator cap.	NE Corner of Torres and 8th	10/27/2015	11/13/2015	Graham and Judi Whaling	James Sullivan	Catherine Tarone	Affidavit Pending
15400	Lot Merger	Lot Line merger	Santa Rita 7 SE of Ocean	10/27/2015	11/5/2015	J & R Realty Company	Mark Blum	Catherine Tarone	Approved
15399	Business License	Mediterranean Restaurant - Business License	Ocean Ave., Lincoln St. and Monte Verde St.	10/26/2015		Jack Hakim Baba	Bashar Sneeh	Ashley Hobson	In Review
15398	Business License	Portabella - Business License	S/s of Ocean Ave., between Lincoln and Monte Verde	10/26/2015		Jack Hakim Baba	Bashar Sneeh	Ashley Hobson	In Review
15397	Appeal	Appeal of PC Decision	NE Corner of San Carlos and 5th	10/23/2015		Mark and Susan Stillwell	Mark and Susan Stilwell		Pending Assignment
15396	Business License	Lafayette French Kitchen, A full service restaurant serving breakfast and lunch. Operating under existing Use	East side of Dolores, between 5th and 6th	10/21/2015	11/12/2015	Ben Khader	Ben Khader	Ashley Hobson	Approved
15395	Business License	Monte Verde Inn - Change of ownership	W/s of Monte Verde, between Ocean and 7th	10/21/2015	10/22/2015	Dennis Levett	Dennis Levett	Ashley Hobson	Approved
15394	Business License	Casa de Carmel - Change of Ownership	E/S of Monte Verde, between Ocean and 7th	10/21/2015	10/22/2015	Dennis Levett	Dennis Levett	Ashley Hobson	Approved
15393	Business License	Monterey Bay Matchmakers - A commercial office space used for matchmaking services	SE Corner of San Carlos and 4th Ave.	10/20/2015	10/22/2015	Souza and Dooling Investments	Charleen Brotherton (Brotherton Holdings, Inc.)	Ashley Hobson	Approved
15392	Design Review	In-kind paint replacement on the entire building (colors to match existing).	Lincoln 2 SW of Ocean	10/21/2015	11/5/2015	Myrna Goese	Cynthia Spellacy	Ashley Hobson	Approved

15391	Design Study	Proposing a one-story addition 172 sq. ft. on the NE end attach to main house. Removing 597 sq. ft. of hardscape and 596.7 sq. ft. of Pea gravel. Converting (E) 190 sq. ft. parking pad to a carport, removing (E) two sky lights, adding (n) 24x24 skylight.	Santa Rita 4 SW of Ocean	10/21/2015		Erwin and Elaine Lenowitz	Claudio Ortiz	Ashley Hobson	In Review
15390	Banners	banners	on ocean and sunset	8/3/2015	10/21/2015		Noemi Vera	Shoshana Wangerin	Approved
15388	Banners	banners	on ocean and sunset	8/3/2015	10/21/2015		Noemi Vera	Shoshana Wangerin	Approved
15387	Design Study	Install a new metal garage door Manufacturer: Clopay Style: Avante Collection (AV)	2 SW of Forest on 7th St.	10/21/2015	11/12/2015	Sally Walker	Sally Walker	Ashley Hobson	Approved
15386	Banners	Banners	Ocean Ave, 1 at Sunset	10/20/2015	10/21/2015		Douglas Freedman Motor Club Events, LLC	Shoshana Wangerin	Approved
15385	Business License	Cobblestone Inn BL - Change of owner	Junipero, between 7th and 8th	10/19/2015	10/21/2015	Cobblestone Investors, LLC		Ashley Hobson	Approved
15384	Design Study	Removal of the existing tar and gravel roof and the installation of half-inch recovery board and Mule Hide Tan, class A fire-rated, 80 Mil, single-ply PVC roofing.	Monte Verde 6 SE of 13th	10/19/2015	11/6/2015	Wendy Howells	Eduardo Ivan Lopez	Catherine Tarone	Approved
15383	Design Study	The replacement of the existing garage, in-kind and the replacement of the existing asphalt driveway with concrete as per the special condition to reduce driveway width to 14 feet.	Monte Verde 7 SW of 13th	10/19/2015	11/4/2015	Margaret Tucholska	Glenn Warner	Catherine Tarone	Approved
15382	Sign	Install sign	Lincoln and Ocean	10/15/2015		Dennis Levett	Anjanette Adams	Shoshana Wangerin	In Review
15381	Design Review	Replace original windows, reroof, remodel of 2 upstairs apartments.	Ocean Ave.	10/14/2015		Carmel Properties LLC	Alan Lehman	Matthew Sundt	In Review
15380	Design Study	Installation of synthetic grass in the front and back yards of the property. Removal of sod and soil, installation of crushed rock base and compact, sand infill	Santa Lucia, 6 S/W of Rio	10/14/2015	10/14/2015	Sue McCloud	Sue McCloud	Catherine Tarone	Approved
15379	Business License	Learning Coach, Home business offering phone call and business management of academic coaching and tutoring services.	San Carlos, 3 SW of 13th Ave.	10/12/2015	10/12/2015	Marie Schmidt	Shelly Glennon	Ashley Hobson	Approved
15378	Appeal	Appeal of DS 15-142 (Neckopolos)		10/12/2015			Frank and Marguerite Primrose	Christy Sabdo	In Review
15377	Historic Determination	Historic Evaluation, Rezai Property	SE Corner of 4th and Perry Newberry	10/9/2015		Mohamad Rezai	John Mandurrago	Ashley Hobson	Closed
15375	Design Review	Add picture window to 2nd floor of existing building	SW Corner of Torres and 4th	10/9/2015	10/19/2015	Carmel Youth Center	Adam Jeselnick, Architect	Shoshana Wangerin	Approved
15374	Volume Deposit	Volume Deposit	SE corner of 4th and Perry Newberry	10/9/2015		Mohamad Rezai	John Mandurrago	Ashley Hobson	Scheduled for PC
15373	Sign	Replace wood sign	NWC San Carlos & 6th	10/9/2015	10/21/2015	LeTowt	Andrea Limon	Shoshana Wangerin	Approved
15372	Historic Determination	Historic Evaluation	SW corner of San Lucia and Dolores	10/8/2015		BSI Holdings, LLC	Casey Torres	Shoshana Wangerin	Closed

15371	Appeal	Appeal of UP 15-261 (Carmel Chocolate Factory)	Dolores 4 SE of Ocean Ave.	10/7/2015		Carmel Properties LLC	Hariom & Sons (Carmel Chocolate Factory)	Marc Wiener	Scheduled for CC
15370	Preliminary Site Assessment	Preliminary Site Assessment	Forest 3 SW of Ocean	10/7/2015	10/26/2015	Steve Seely	Jon Erlandson	Catherine Tarone	Closed
15369	Historic Deposit	Historic Evaluation	0 Forest Road, 3 SW Ocean Ave.	10/5/2015	10/26/2015	Gail Murray (Murray Trust)	Steve Seely	Catherine Tarone	Closed
15368	Historic Deposit	Historic Evaluation	Carmelo 3 SW of 9th	10/5/2015	11/2/2015	Leonard Edwards	Susan Fox	Catherine Tarone	Closed
15367	Preliminary Site Assessment	Prelim site assessment of property	0 Monte Verde 2 SW 13th	10/2/2015	10/21/2015	Shahin Sharifzadeh Trust	John Petrushkin/ Manuel Guerrero	Shoshana Wangerin	Closed
15366	Business License	Art Gallery	Dolores 3 SE of 5th	10/2/2015	10/22/2015	Walter Bilger	Walter Bilger	Ashley Hobson	Approved
15365	Sign	Install sign above front door	Dolores 3 SE of 5th	10/2/2015		Bing Sung Trust	Walter Bilger	Shoshana Wangerin	Approved
15364	Business License	This Business License authorizes the retail sale of Hahn Family wines with an ancillary use of wine tasting. 71% of the space will be devoted to retail sales and approximately 29% will be devoted to wine sales.	Carmel Plaza	5/29/2015	10/8/2015	Hahn Estate	Tony Baldini	Ashley Hobson	Approved

Total Records: 41

11/18/2015

CITY OF CARMEL-BY-THE-SEA POLICE DEPARTMENT*Post Office Box 600, Carmel, California 93921 Ph:831-624-6403 Fax:831-624-4296***MEMORANDUM**

TO: MICHAEL CALHOUN, INTERIM CITY ADMINISTRATOR

FROM: PAUL TOMASI, POLICE COMMANDER

DATE: 11/18/15

REF: RESPONSE SUMMARY REPORT FOR OCTOBER

Summary of Carmel Fire Ambulance October Calls for Service**AMBULANCE PERFORMANCE MEASURE**

% of Code-3 ambulance calls within CBTS with a response time of 5 minutes or less from dispatch to arrival. 96%

118 total calls for service

73 calls for service in CBTS Average response time: 2:59 min.

(2) Code 3 calls with a response time over five minutes in CBTS- (96%)

- 1500001091: 10/16/2015 San Carlos & 6th; (5:54 min) Medical Aid, response from Crossroads.
- 1500001114: 10/20/2015 Junipero & 5th; (5:43 min) Gas Leak, Response from Cypress Area.
- 1500001142: 10/29/2015 Dolores & 5th; (5:11 min) Medical Aid, actual time on scene was 2:03 min, did not hit on scene button on computer upon arrival.

NOTES:

63% increase in call volume for Carmel-by-the-Sea. 46 CFS in September

Summary of Monterey Fire October Calls for Service**FIRE PERFORMANCE MEASURE**

% of Code-3 fire calls within CBTS with a response time of 5 minutes or less from dispatch to arrival. 100%

89 total calls for service in CBTS Average response time: 2:43 min.

58 total Code-3 calls - No Code 3 calls with a response time over five minutes in CBTS- **100%**

NOTES:

The fire department celebrated the 100 year anniversary of the Carmel Station Saturday October 24th.



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE



Alarm Dates: 10/01/2015 to 10/31/2015

CITY OF CARMEL-BY-THE-SEA -- RESPONSES BY DISTRICT					
INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET

ALL CALLS FOR CARMEL

1500001023	10/1/2015	6:35:23 PM	6:37:54 PM	0:02:31	MISSION ST/7TH AV
1500001022	10/1/2015	3:39:39 PM	3:44:18 PM	0:04:39	CARMELO ST/7TH AV
1500001028	10/2/2015	11:59:39 AM	12:02:46 PM	0:03:07	OCEAN AV/TORRES ST
1500001029	10/2/2015	2:04:06 PM	2:06:23 PM	0:02:17	FOREST RD/7TH AV
1500001030	10/2/2015	5:22:19 PM	5:23:50 PM	0:01:31	LINCOLN/OCEAN
1500001031	10/2/2015	6:29:00 PM	6:32:15 PM	0:03:15	CASANOVA 7 NW OF OCEAN
1500001132	10/2/2015	8:32:56 PM	8:34:35 PM	0:01:39	DOLORES / 1ST
1500001034	10/2/2015	10:27:13 PM	10:30:15 PM	0:03:02	LINCOLN ST/10TH AV
1500001026	10/2/2015	10:12:20 AM	10:15:12 AM	0:02:52	4TH AV/MISSION ST
1500001033	10/2/2015	10:04:05 PM	10:07:32 PM	0:03:27	DOLORES ST/13TH AV
1500001035	10/3/2015	12:02:01 AM	12:05:19 AM	0:03:18	7TH / MISSION
1500001039	10/4/2015	10:27:26 AM	10:27:58 AM	0:00:32	LINCOLN ST/5TH AV
1500001040	10/4/2015	10:39:02 AM	10:43:20 AM	0:04:18	SANTA RITA ST/1ST AV
1500001041	10/4/2015	2:37:20 PM	2:43:41 PM	0:06:21	OCEAN AV/DEL MAR AV
1500001046	10/5/2015	9:14:09 PM	9:17:15 PM	0:03:06	MONTE VERDE ST/8TH AV
1500001050	10/6/2015	10:09:27 AM	10:13:08 AM	0:03:41	LINCOLN ST/10TH AV
1500001048	10/6/2015	9:24:21 AM	9:28:34 AM	0:04:13	SCENIC RD/9TH AV
1500001051	10/6/2015	1:55:59 PM	1:59:20 PM	0:03:21	SAN CARLOS ST/12TH AV
1500001049	10/6/2015	10:04:38 AM	10:07:42 AM	0:03:04	JUNIPERO ST/MISSION ST
1500001053	10/7/2015	8:49:37 AM	8:56:32 AM	0:06:55	25800 HATTON RD
1500001054	10/7/2015	2:43:11 PM	2:44:27 PM	0:01:16	MISSION/5TH
1500001055	10/7/2015	6:51:51 PM	6:53:58 PM	0:02:07	SANTA LUCIA AV/SCENIC RD
1500001052	10/7/2015	6:53:21 AM	6:58:22 AM	0:05:01	11TH AV/TORRES ST
1500001057	10/8/2015	6:40:26 PM	6:43:07 PM	0:02:41	GUADELUPE/7TH
1500001058	10/8/2015	8:28:44 PM	8:30:05 PM	0:01:21	LINCOLN ST/7TH AV
1500001056	10/8/2015	7:26:09 AM	7:31:24 AM	0:05:15	10TH AV/JUNIPERO AV
1500001059	10/9/2015	12:21:11 AM	12:25:16 AM	0:04:05	TORRES ST/8TH AV
1500001060	10/9/2015	9:21:41 AM	9:24:31 AM	0:02:50	DOLORES ST/2ND AVE
1500001067	10/10/2015	5:49:25 PM	5:50:26 PM	0:01:01	MISSION ST/6TH AV
1500001066	10/10/2015	5:29:29 PM	5:32:49 PM	0:03:20	SAN CARLOS ST/9TH AV
1500001068	10/10/2015	8:06:00 PM	8:07:47 PM	0:01:47	OCEAN AV/JUNIPERO AV
1500001075	10/11/2015	7:18:07 PM	7:19:31 PM	0:01:24	DOLORES ST/6TH AV
1500001073	10/11/2015	12:37:56 PM	12:39:25 PM	0:01:29	OCEAN/MONTE VERDE
1500001074	10/11/2015	6:59:32 PM	7:00:45 PM	0:01:13	SAN CARLOS ST/6TH AV
1500001078	10/12/2015	6:38:06 PM	6:41:11 PM	0:03:05	SCENIC RD/13TH AV
1500001077	10/12/2015	3:48:02 PM	3:48:07 PM	0:00:05	SAN CARLOS ST/5TH AV

INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
1500001082	10/13/2015	8:11:26 PM	8:14:37 PM	0:03:11	8TH AV/DOLORES ST
1500001083	10/13/2015	9:35:58 PM	9:39:29 PM	0:03:31	DOLORES ST/13TH AV
1500001089	10/15/2015	9:56:24 PM	9:58:47 PM	0:02:23	GUADALUPE ST/7TH AV
1500001088	10/15/2015	11:28:08 AM	11:31:56 AM	0:03:48	CASANOVA ST/12TH AV
1500001090	10/16/2015	7:17:54 AM	7:22:00 AM	0:04:06	DOLORES ST/8TH AV
1500001091	10/16/2015	2:52:07 PM	2:58:01 PM	0:05:54	SAN CARLOS AND 6TH
1500001092	10/16/2015	5:21:01 PM	5:21:41 PM	0:00:40	DOLORES ST/7TH AV
1500001095	10/17/2015	1:03:39 AM	1:07:03 AM	0:03:24	DOLORES ST/8TH AV
1500001096	10/17/2015	10:39:15 AM	10:42:21 AM	0:03:06	CARPENTER ST/2ND AV
1500001102	10/18/2015	8:29:23 AM	8:30:12 AM	0:00:49	VIZCAINO/FLANDERS WY
1500001109	10/19/2015	4:54:00 PM	4:55:03 PM	0:01:03	SAN CARLOS ST/5TH AV
1500001110	10/19/2015	9:09:11 PM	9:11:34 PM	0:02:23	MONTE VERDE ST/8TH AV
1500001105	10/19/2015	1:18:23 AM	1:21:46 AM	0:03:23	MONTE VERDE ST/8TH AV
1500001108	10/19/2015	11:26:47 AM	11:29:31 AM	0:02:44	PERRY NEWBERRY WY/5TH AV
1500001114	10/20/2015	2:55:47 PM	3:01:30 PM	0:05:43	JUNIPERO AV/5TH AV
1500001112	10/20/2015	7:41:26 AM	7:44:52 AM	0:03:26	LINCOLN ST/5TH AV
1500001117	10/21/2015	12:11:08 PM	12:11:49 PM	0:00:41	SAN CARLOS 3 SE OF OCEAN
1500001121	10/22/2015	12:46:04 PM	12:48:51 PM	0:02:47	OCEAN AV/JUNIPERO AV
1500001125	10/23/2015	1:46:15 PM	1:55:09 PM	0:08:54	SANTA LUCIA AV/DOLORES ST
1500001123	10/23/2015	9:36:26 AM	9:38:45 AM	0:02:19	DOLORES/4TH #5
1500001127	10/23/2015	5:25:58 PM	5:27:39 PM	0:01:41	JUNIPERO/OCEAN
1500001129	10/24/2015	9:15:01 AM	9:16:13 AM	0:01:12	LINCOLN ST/5TH AV
1500001128	10/24/2015	9:08:49 AM	9:12:51 AM	0:04:02	SAN CARLOS ST/1ST AV
1500001130	10/24/2015	9:59:45 PM	10:02:49 PM	0:03:04	JUNIPERO AV/3RD AV
1500001132	10/25/2015	10:08:38 AM	10:10:48 AM	0:02:10	VIZCAINO/MOUNTAIN VIEW A'
1500001133	10/25/2015	11:47:35 AM	11:49:20 AM	0:01:45	DOLORES ST/9TH AV
1500001134	10/26/2015	5:16:20 PM	5:20:09 PM	0:03:49	SAN ANTONIO 13
1500001135	10/27/2015	11:15:33 AM	11:19:06 AM	0:03:33	CAMINO REAL/4TH
1500001137	10/27/2015	5:33:52 PM	5:33:54 PM	0:00:02	6TH AV/MISSION ST
1500001139	10/28/2015	11:58:53 AM	12:03:28 PM	0:04:35	25800 HATTON RD
1500001140	10/28/2015	4:01:41 PM	4:03:37 PM	0:01:56	DOLORES ST/4TH AV
1500001142	10/29/2015	3:10:04 PM	3:15:15 PM	0:05:11	DOLORES/5TH
1500001146	10/30/2015	2:53:29 PM	2:57:16 PM	0:03:47	CAMINO REAL ST/OCEAN AV
1500001145	10/30/2015	1:46:24 PM	1:49:31 PM	0:03:07	SANTA FE ST/4TH AV
1500001144	10/30/2015	11:01:19 AM	11:01:39 AM	0:00:20	5TH AV/SAN CARLOS ST
1500001143	10/30/2015	3:49:48 AM	3:55:26 AM	0:05:38	SAN CARLOS ST/ALTA AV
1500001147	10/31/2015	12:53:45 PM	12:56:16 PM	0:02:31	OCEAN AV/SCENIC RD
Subtotal	73		Average Response Time	0:02:59	

RESPONSES BY DISTRICT

INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
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Carmel Highlands

1500001025	10/1/2015	8:41:11 PM	8:50:01 PM	0:08:50	5 YANKEE POINT DR
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INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
1500001021	10/1/2015	12:47:31 PM	12:55:16 PM	0:07:45	20909 POINT LOBOS STATE RES
1500001044	10/5/2015	12:07:57 AM	12:18:45 AM	0:10:48	214 PETER PAN ROAD
1500001080	10/13/2015	9:23:25 AM	9:30:30 AM	0:07:05	27221 HWY 1
1500001138	10/28/2015	8:48:40 AM	8:57:03 AM	0:08:23	157 HWY 1
Subtotal	5	Average Response Time		0:08:37	Carmel Highlands

Cypress Fire

1500001024	10/1/2015	7:35:36 PM	7:40:55 PM	0:05:19	5 CROSSROADS MALL
1500001036	10/3/2015	9:07:04 AM	9:13:20 AM	0:06:16	4000 RIO ROAD
1500001037	10/3/2015	2:59:30 PM	3:04:00 PM	0:04:30	HWY 1/OCEAN AV
1500001038	10/4/2015	8:36:21 AM	8:40:12 AM	0:03:51	3535 OAK CT
1500001042	10/4/2015	3:54:53 PM	4:02:00 PM	0:07:07	25470 CANADA DR
1500001045	10/5/2015	9:39:15 AM	9:44:11 AM	0:04:56	26245 CARMEL RANCHO BL
1500001047	10/6/2015	4:59:13 AM	5:06:14 AM	0:07:01	148 HACIENDA CARMEL
1500001062	10/9/2015	5:31:45 PM	5:38:34 PM	0:06:49	27951 HWY 1
1500001063	10/9/2015	9:23:27 PM	9:29:36 PM	0:06:09	4380 CARMEL VALLEY RD
1500001069	10/10/2015	10:33:52 PM	10:39:08 PM	0:05:16	26245 CARMEL RANCHO BL
1500001064	10/10/2015	12:32:03 AM	12:39:33 AM	0:07:30	1 POINT LOBOS STATE RE
1500001065	10/10/2015	9:58:32 AM	10:03:52 AM	0:05:20	HWY 1/S CARMEL HILLS DR
1500001070	10/11/2015	5:19:54 AM	5:26:33 AM	0:06:39	26245 CARMEL RANCHO BL
1500001072	10/11/2015	7:49:03 AM	7:55:11 AM	0:06:08	26245 CARMEL RANCHO BL
1500001076	10/12/2015	9:27:42 AM	9:32:02 AM	0:04:20	26536 CARMEL RANCHO BL
1500001093	10/16/2015	5:46:26 PM	5:55:46 PM	0:09:20	120 HIGHLANDS DR
1500001101	10/18/2015	7:46:36 AM	7:53:33 AM	0:06:57	3593 EASTFIELD CT
1500001107	10/19/2015	10:02:02 AM	10:06:29 AM	0:04:27	25017 VALLEY PL
1500001106	10/19/2015	8:22:01 AM	8:28:34 AM	0:06:33	26245 CARMEL RANCHO BL
1500001113	10/20/2015	2:33:37 PM	2:40:00 PM	0:06:23	24742 SAN CARLOS ST
1500001111	10/20/2015	4:33:07 AM	4:37:58 AM	0:04:51	HWY 1/OCEAN AV
1500001115	10/20/2015	3:44:44 PM	3:49:06 PM	0:04:22	HWY 1/HANDLEY DR
1500001118	10/21/2015	11:50:33 PM	11:57:41 PM	0:07:08	26435 SCENIC RD
1500001120	10/22/2015	9:47:26 AM	9:53:48 AM	0:06:22	25527 FLANDERS DR
1500001119	10/22/2015	4:44:13 AM	4:51:01 AM	0:06:48	24514 CASTRO LN
1500001122	10/22/2015	1:15:51 PM	1:20:18 PM	0:04:27	MONTE VERDE ST/15TH AV
1500001126	10/23/2015	2:40:19 PM	2:45:59 PM	0:05:40	3535 OAK PLACE
1500001124	10/23/2015	11:38:35 AM	11:44:43 AM	0:06:08	CARPENTER/ HWY ONE NORTH
1500001136	10/27/2015	3:31:58 PM	3:37:28 PM	0:05:30	HWY 1/SAN LUIS AV
1500001148	10/31/2015	6:32:41 PM	6:41:00 PM	0:08:19	24950 OUTLOOK DR
Subtotal	30	Average Response Time		0:06:01	Cypress Fire

Mid Coast

1500001043	10/4/2015	6:29:06 PM	6:50:00 PM	0:20:54	37815 PALO COLORADO
1500001061	10/9/2015	1:35:38 PM	1:55:57 PM	0:20:19	37190 GARRAPATOS
Subtotal	2	Average Response Time		0:20:36	Mid Coast

Seaside

INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
1500001086	10/14/2015	11:16:31 AM	11:19:18 AM	0:02:47	3 GEARY PZ
Subtotal	1	Average Response Time		0:02:47	Seaside

Monterey

1500001099	10/18/2015	1:06:53 AM	1:18:36 AM	0:11:43	DEL MONTE AND CANYON DEL
1500001131	10/25/2015	7:08:00 AM	7:16:00 AM	0:08:00	DEL MONTE AND CANYON DEL
Subtotal	2	Average Response Time		0:09:51	Monterey

Pebble Beach

1500001020	10/1/2015	9:18:43 AM	9:27:41 AM	0:08:58	3256 17 MILE DR
1500001071	10/11/2015	6:10:37 AM	6:23:11 AM	0:12:34	2983 COLTON RD
1500001079	10/13/2015	7:25:09 AM	7:33:18 AM	0:08:09	3256 17 MILE DR
1500001081	10/13/2015	5:05:33 PM	5:11:16 PM	0:05:43	1418 VISCAINO RD
1500001087	10/15/2015	9:34:30 AM	9:42:39 AM	0:08:09	3230 MACOMBER DR
1500001100	10/18/2015	3:11:32 AM	3:22:28 AM	0:10:56	1139 PORTOLA DR
Subtotal	5	Average Response Time		0:08:43	Pebble Beach

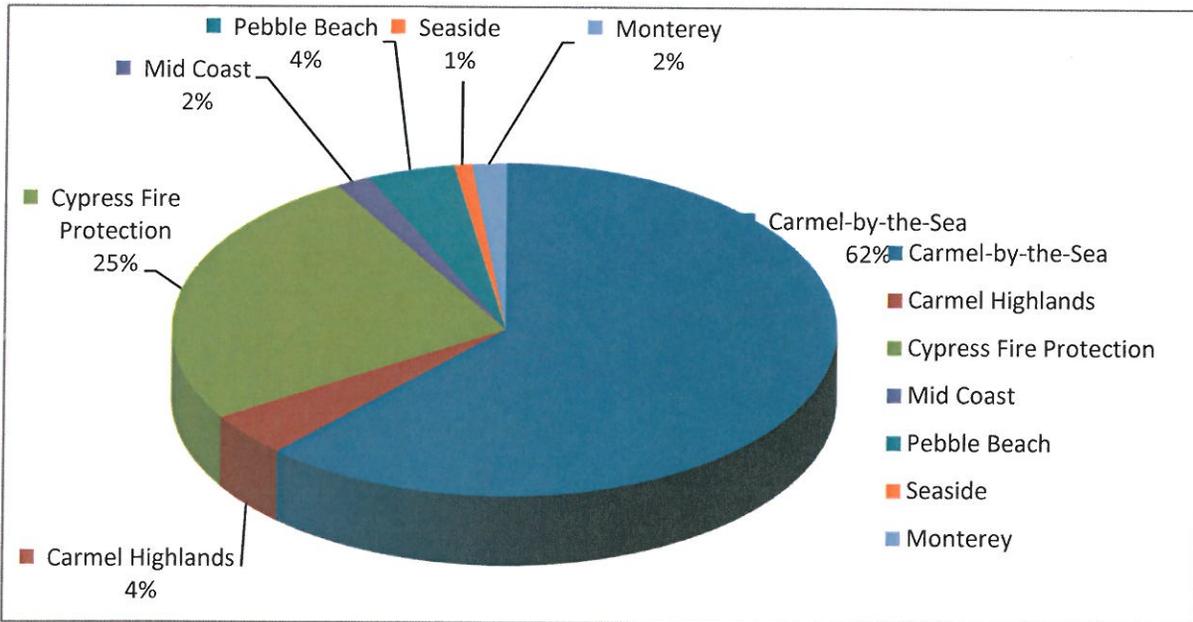
TOTAL ALL CALLS	118	TOTAL AVERAGE RESPONSE TIME		0:04:42	ALL CALLS
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CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
OCTOBER 2015

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-by-the-Sea	73	0:02:59
Carmel Highlands	5	0:08:37
Cypress Fire Protection	30	0:06:01
Mid Coast	2	0:20:36
Pebble Beach	5	0:08:43
Seaside	1	0:02:47
Monterey	2	0:09:51
Total Responses	118	0:04:42

Percent of Carmel medical calls < 5min 95.89%





RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 10/1/2015 To: 10/31/2015



INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET	
154	Dumpster or other outside trash receptacle fire					
15-0006400	10/16/2015	17:21:01	17:21:38	0:00:37	7TH	DOLORES
Subtotal	1	Average Response Time		0:00:37		
311	Medical assist, assist EMS crew					
15-0006031	10/1/2015	18:35:23	18:37:47	0:02:24	7TH	MISSION
Subtotal	1	Average Response Time		0:02:24		
3111	Medical Call No Aid Given					
15-0006071	10/3/2015	0:02:45	0:05:19	0:02:34	7TH	MISSION
15-0006211	10/8/2015	20:28:44	20:30:31	0:01:47	7TH	LINCOLN
15-0006244	10/10/2015	17:49:25	17:51:52	0:02:27	6TH	MISSION
15-0006408	10/17/2015	1:03:39	1:07:05	0:03:26	8TH	DOLORES
15-0006600	10/23/2015	17:26:48	17:27:39	0:00:51	JUNIPERO	OCEAN
15-0006692	10/27/2015	17:33:52	17:34:16	0:00:24	6TH	MISSION
Subtotal	6	Average Response Time		0:01:55		
321	EMS call, excluding vehicle accident with injury					
15-0006052	10/2/2015	14:04:06	14:06:57	0:02:51	7TH	FOREST
15-0006060	10/2/2015	18:29:55	18:32:15	0:02:20	CASANOVA	OCEAN
15-0006065	10/2/2015	20:32:56	20:34:35	0:01:39	1ST	DOLORES
15-0006069	10/2/2015	22:27:13	22:30:03	0:02:50	10TH	LINCOLN
15-0006109	10/4/2015	18:45:08	18:49:01	0:03:53	RIO	LASUEN
15-0006147	10/6/2015	10:09:27	10:12:59	0:03:32	10TH	LINCOLN
15-0006178	10/7/2015	14:43:11	14:44:27	0:01:16	5TH	MISSION
15-0006208	10/8/2015	18:41:14	18:43:37	0:02:23	7TH	GUADALUPE
15-0006220	10/9/2015	9:22:24	9:24:39	0:02:15	2ND	DOLORES
15-0006259	10/11/2015	12:37:56	12:39:39	0:01:43	MONTE VERDE	OCEAN
15-0006418	10/17/2015	12:48:05	12:48:05	0:00:00	6TH	
15-0006496	10/19/2015	16:54:00	16:55:16	0:01:16	5TH	SAN CARLOS
15-0006497	10/19/2015	17:38:15	17:39:38	0:01:23	4TH	MONTE VERDE
15-0006504	10/19/2015	21:09:11	21:12:06	0:02:55	8TH	MONTE VERDE
15-0006538	10/21/2015	12:11:18	12:12:07	0:00:49	OCEAN	SAN CARLOS
15-0006591	10/23/2015	9:37:00	9:39:00	0:02:00	4TH	DOLORES
15-0006607	10/24/2015	9:15:01	9:17:47	0:02:46	5TH	LINCOLN
15-0006631	10/25/2015	10:08:38	10:10:53	0:02:15	MOUNTAIN VIEW	VIZCAINO
15-0006637	10/25/2015	11:47:35	11:49:36	0:02:01	9TH	DOLORES
15-0006668	10/26/2015	17:17:03	17:20:22	0:03:19	13TH	SAN ANTONIO
15-0006686	10/27/2015	11:16:16	11:19:20	0:03:04	4TH	CAMINO REAL

15-0006731	10/29/2015	15:10:04	15:12:37	0:02:33	5TH	DOLORES
15-0006758	10/30/2015	14:53:29	14:57:16	0:03:47	CAMINO REAL	OCEAN
23		Average Response Time	0:02:18			
322	Motor vehicle accident with injuries					
15-0006246	10/10/2015	20:06:00	20:07:47	0:01:47	JUNIPERO	OCEAN
Subtotal	1	Average Response Time	0:01:47			
323	Motor vehicle/pedestrian accident (MV Ped)					
15-0006396	10/16/2015	14:52:07	14:54:10	0:02:03	5TH	SAN CARLOS
Subtotal	1	Average Response Time	0:02:03			
324	Motor Vehicle Accident with no injuries					
15-0006569	10/22/2015	12:46:04	12:48:07	0:02:03	JUNIPERO	OCEAN
Subtotal	1	Average Response Time	0:02:03			
340	Search for lost person, other					
15-0006108	10/4/2015	14:37:20	14:40:39	0:03:19	DEL MAR	OCEAN
Subtotal	1	Average Response Time	0:03:19			
411	Gasoline or other flammable liquid spill					
15-0006658	10/26/2015	12:27:07	12:28:45	0:01:38	LINCOLN	OCEAN
Subtotal	1	Average Response Time	0:01:38			
412	Gas leak (natural gas or LPG)					
15-0006044	10/2/2015	10:12:20	10:14:29	0:02:09	4TH	MISSION
15-0006512	10/20/2015	14:55:47	14:58:04	0:02:17	5TH	JUNIPERO
15-0006596	10/23/2015	13:46:15	13:48:18	0:02:03	DOLORES	SANTA LUCIA
15-0006754	10/30/2015	13:46:24	13:49:31	0:03:07	4TH	SANTA FE
Subtotal	4	Average Response Time	0:02:24			
421	Chemical hazard (no spill or leak)					
15-0006104	10/4/2015	10:39:02	10:43:16	0:04:14	1ST	SANTA RITA
Subtotal	1	Average Response Time	0:04:14			
422	Chemical spill or leak					
15-0006706	10/28/2015	16:01:41	16:03:37	0:01:56	4TH	DOLORES
Subtotal	1	Average Response Time	0:01:56			
440	Electrical wiring/equipment problem, Other					
15-0006475	10/19/2015	1:18:23	1:21:34	0:03:11	8TH	MONTE VERDE
Subtotal	1	Average Response Time	0:03:11			
444	Power line down					
15-0006150	10/6/2015	13:55:59	13:59:20	0:03:21	12TH	SAN CARLOS
15-0006166	10/7/2015	6:53:21	6:57:24	0:04:03	11TH	TORRES
Subtotal	2	Average Response Time	0:03:42			
445	Arcing, shorted electrical equipment					
15-0006103	10/4/2015	10:27:26	10:27:49	0:00:23	5TH	LINCOLN
15-0006384	10/16/2015	7:17:54	7:20:43	0:02:49	8TH	DOLORES
Subtotal	2	Average Response Time	0:01:36			

451	Biological hazard, confirmed or suspected					
15-0006412	10/17/2015	10:39:15	10:42:14	0:02:59	2ND	CARPENTER
Subtotal	1	Average Response Time		0:02:59		
463	Vehicle accident, general cleanup					
15-0006066	10/2/2015	20:49:36	20:53:20	0:03:44	2ND	SANTA FE
15-0006751	10/30/2015	11:01:19	11:01:35	0:00:16	5TH	SAN CARLOS
Subtotal	2	Average Response Time		0:02:00		
510	Person in distress, Other					
15-0006046	10/2/2015	10:45:40	10:51:27	0:05:47	* 1ST	GUADALUPE
15-0006318	10/13/2015	20:11:26	20:14:36	0:03:10	8TH	DOLORES
15-0006320	10/13/2015	21:35:58	21:39:29	0:03:31	13TH	DOLORES
15-0006437	10/18/2015	8:29:23	8:31:03	0:01:40	FLANDERS	VIZCAINO
15-0006487	10/19/2015	11:26:47	11:29:31	0:02:44	5TH	PERRY NEWBERRY
Subtotal	5	Average Response Time		0:03:22		
511	Lock-out					
15-0006187	10/7/2015	18:51:51	18:53:58	0:02:07	SANTA LUCIA	SCENIC
15-0006229	10/9/2015	17:57:30	18:01:33	0:04:03	OCEAN	SAN ANTONIO
15-0006242	10/10/2015	17:29:29	17:32:49	0:03:20	9TH	SAN CARLOS
15-0006313	10/13/2015	16:25:04	16:27:22	0:02:18	6TH	DOLORES
15-0006376	10/15/2015	18:58:34	19:00:08	0:01:34	6TH	MISSION
Subtotal	5	Average Response Time		0:02:40		
522	Water or steam leak					
15-0006029	10/1/2015	15:39:39	15:44:18	0:04:39	7TH	CARMELO
15-0006101	10/4/2015	9:07:31	9:13:10	0:05:39	* 13TH	SAN ANTONIO
15-0006193	10/8/2015	7:26:09	7:30:26	0:04:17	10TH	JUNIPERO
15-0006745	10/30/2015	3:49:48	3:54:55	0:05:07	* ALTA	SAN CARLOS
Subtotal	4	Average Response Time		0:04:56		
552	Police matter					
15-0006674	10/26/2015	18:42:17	18:45:45	0:03:28	3RD	MISSION
Subtotal	1	Average Response Time		0:03:28		
553	Public service					
15-0006270	10/11/2015	19:18:07	19:18:59	0:00:52	6TH	DOLORES
15-0006429	10/17/2015	22:02:58	22:10:27	0:07:29	* 13TH	CAMINO REAL
Subtotal	2	Average Response Time		0:04:11		
554	Assist invalid					
15-0006068	10/2/2015	22:04:05	22:07:37	0:03:32	13TH	DOLORES
15-0006247	10/10/2015	20:38:20	20:39:14	0:00:54	6TH	GUADALUPE
15-0006377	10/15/2015	21:56:24	22:00:15	0:03:51	7TH	GUADALUPE
Subtotal	3	Average Response Time		0:02:46		
611	Dispatched & cancelled en route					
15-0006146	10/6/2015	10:03:20	10:07:35	0:04:15	JUNIPERO	MISSION
15-0006289	10/12/2015	18:38:06	18:42:00	0:03:54	13TH	SCENIC
Subtotal	2	Average Response Time		0:04:04		

6111	Medical Call No Aid Given					
15-0006057	10/2/2015	17:22:19	17:24:07	0:01:48	LINCOLN	OCEAN
Subtotal	1	Average Response Time		0:01:48		
622	No Incident found on arrival at dispatch address					
15-0006133	10/5/2015	21:14:09	21:17:04	0:02:55	8TH	MONTE VERDE
15-0006226	10/9/2015	14:56:51	14:58:58	0:02:07	4TH	MISSION
15-0006268	10/11/2015	18:59:32	19:01:00	0:01:28	6TH	SAN CARLOS
15-0006364	10/15/2015	11:28:08	11:31:56	0:03:48	12TH	CASANOVA
15-0006375	10/15/2015	18:49:33	18:49:46	0:00:13	4TH	MISSION
15-0006508	10/20/2015	7:41:26	7:44:04	0:02:38	5TH	LINCOLN
15-0006782	10/31/2015	12:53:45	12:56:16	0:02:31	OCEAN VIEW	SCENIC
Subtotal	7	Average Response Time		0:02:14		
651	Smoke scare, odor of smoke					
15-0006288	10/12/2015	15:48:02	15:49:04	0:01:02	SAN CARLOS	5TH
15-0006459	10/18/2015	15:56:10	15:57:42	0:01:32	7TH	DOLORES
Subtotal	2	Average Response Time		0:01:17		
671	HazMat release investigation w/no HazMat					
15-0006143	10/6/2015	9:24:21	9:28:34	0:04:13	9TH	SCENIC
15-0006606	10/24/2015	9:08:49	9:12:51	0:04:02	1ST	SAN CARLOS
Subtotal	2	Average Response Time		0:04:07		
730	System malfunction, Other					
15-0006170	10/7/2015	8:49:37	8:56:32	0:06:55	* HATTON	
Subtotal	1	Average Response Time		0:06:55		
733	Smoke detector activation due to malfunction					
15-0006047	10/2/2015	11:59:39	12:02:03	0:02:24	OCEAN	TORRES
Subtotal	1	Average Response Time		0:02:24		
735	Alarm system sounded due to malfunction					
15-0006703	10/28/2015	11:58:53	12:03:18	0:04:25	HATTON	
Subtotal	1	Average Response Time		0:04:25		
743	Smoke detector activation, no fire - unintentional					
15-0006619	10/24/2015	21:59:45	22:02:49	0:03:04	3RD	JUNIPERO
Subtotal	1	Average Response Time		0:03:04		
744	Detector activation, no fire - unintentional					
15-0006214	10/9/2015	0:21:11	0:25:16	0:04:05	8TH	TORRES
Subtotal	1	Average Response Time		0:04:05		
TOTAL	89	TOTAL AVERAGE RESPONSE TIME		0:02:43		

* Over 5 minute responses:

15-0006046 Code 2 response, non emergency.
15-0006101 Code 2 response, non emergency.
15-0006745 Code 2 response, non emergency.
15-0006429 Code 2 response, non emergency.
15-0006170 Code 2 response, non emergency.



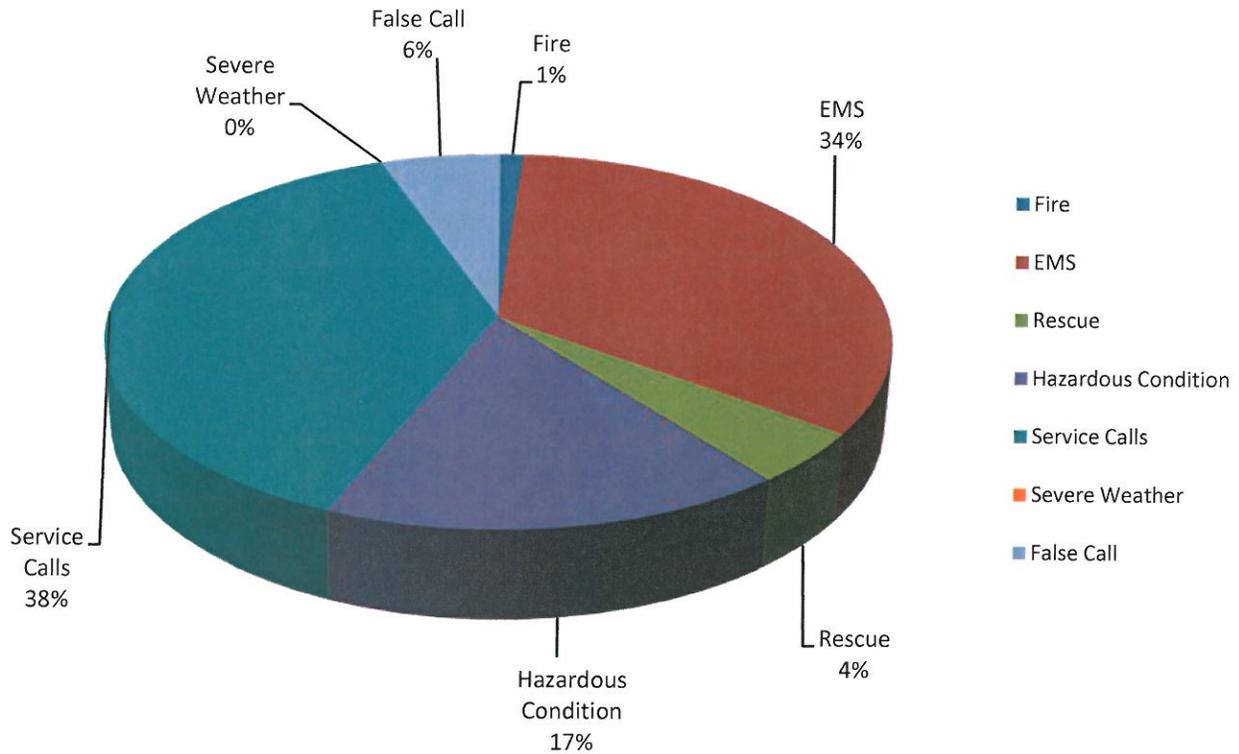
CITY OF MONTEREY - FIRE DEPARTMENT
 OCTOBER 2015
 CARMEL-BY-THE-SEA



Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	1	0:37
EMS	30	2:13
Rescue	4	2:18
Hazardous Condition	15	2:33
Service Calls	34	3:08
Severe Weather	0	0:00
False Call	5	4:11

Total Responses 89 2:43



Total Code 3 Calls: 58

Response Times for Code 3 Calls ≤ 5 minutes: 100%

Source: City of Monterey, Fire Department

S:\600-Public-Safety\601-Fire-Safety-Admin\601-05-Fire-Services-OtherAgencies\Carmel\Carmel Monthly Response Report\15 10 Carmel Fire Response Summary.xls

CITY OF CARMEL-BY-THE-SEA POLICE DEPARTMENT

Post Office Box 600, Carmel, California 93921 Ph:831-624-6403 Fax:831-624-4296

MEMORANDUM

TO: MICHAEL CALHOUN, INTERIM CITY ADMINISTRATOR
FROM: PAUL TOMASI, POLICE COMMANDER
DATE: 11/23/15
REF: BEACH FIRE RESPONSE SUMMARY REPORT FOR OCTOBER

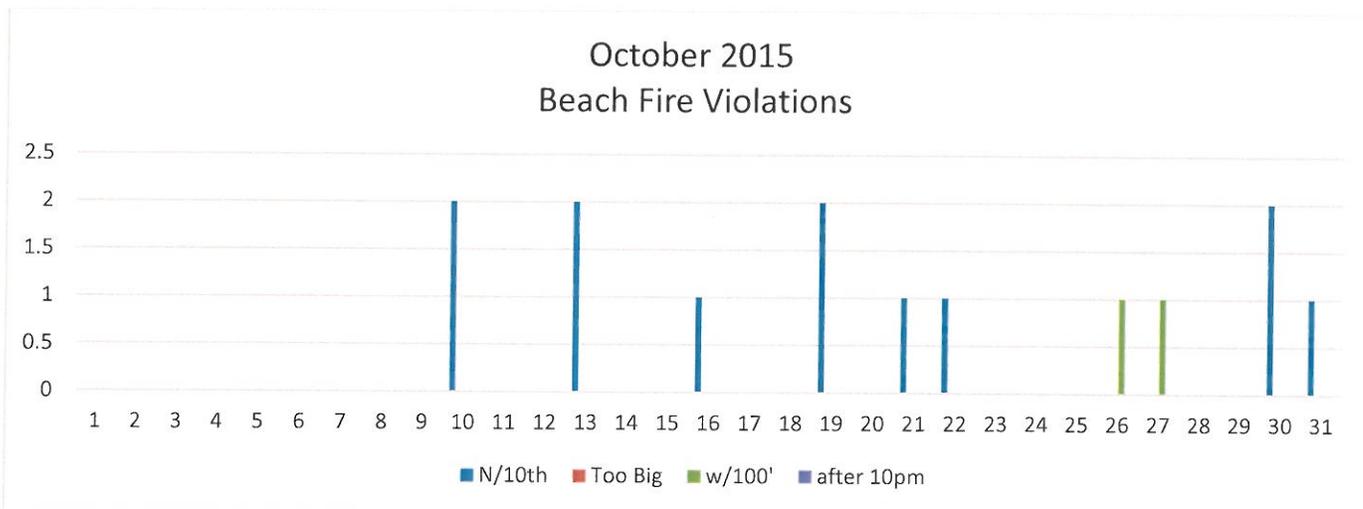
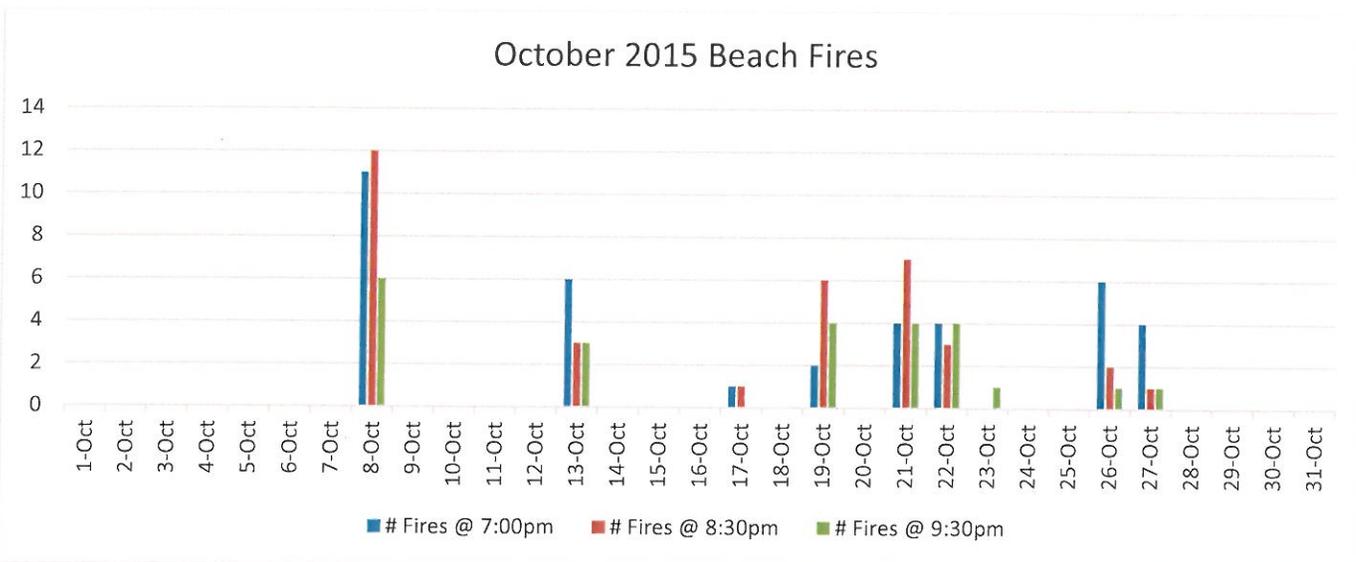
Beach Fire Report for October 2015

New Beach Emergency Ordinance started August 7th 2015.

Data shown on graphs recorded by Beach Security Officers.

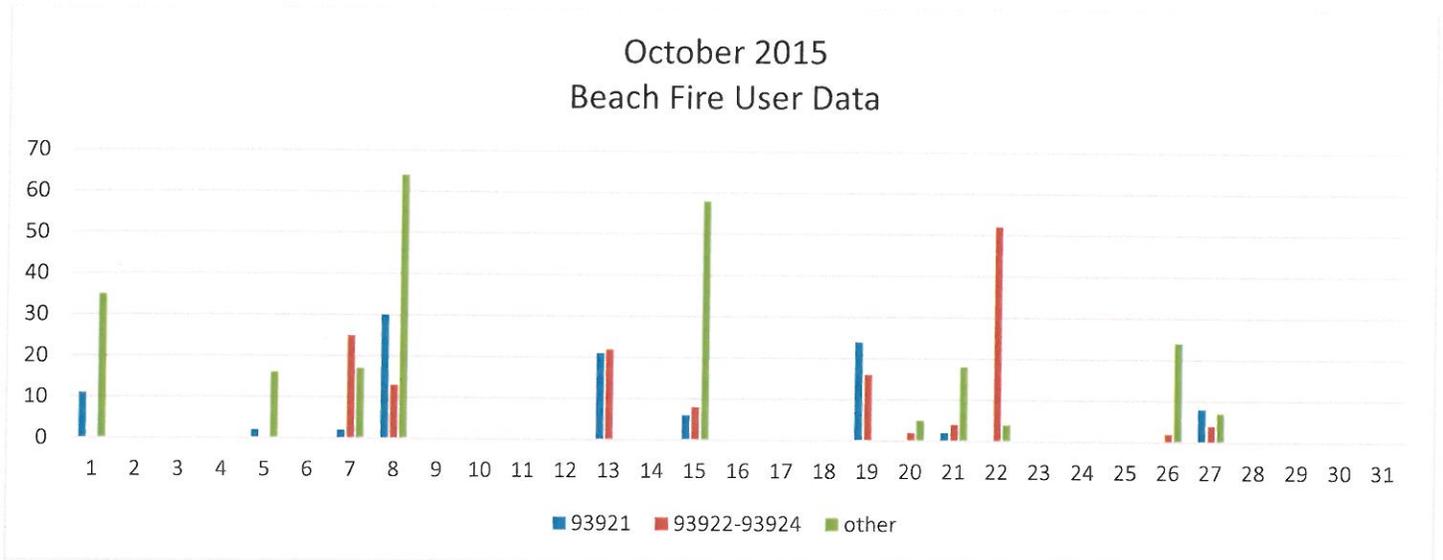
Security Patrols reduced Oct. 27th to weekends only.

Total Number of Fires recorded for the Month @ 7:30 pm (55); 8:30pm (73); 9:30pm (36)



CITY OF CARMEL-BY-THE-SEA POLICE DEPARTMENT

Post Office Box 600, Carmel, California 93921 Ph:831-624-6403 Fax:831-624-4296



City Clerk's Office Public Records Request Log October 2015

Request Number	Request Date	10-Day Due Date	14 Day Extension Date	Status - Complete Pending	Completed Date	Requestor	Information requested	Notes
2015-125	10/2/15	10/12/15		Completed	10/26/15	Robert Fellner Transparent California	Employee Comp Report for 2014	Deanna
2015-126	10/9/15	10/9/15		Completed	10/9/15	Paterson	Letter & any associated materials from P. Veasart of CCC RE: Beach Fire Ban, dated 10/2/15	
2015-127	10/9/15	10/19/15	Completed Follow-up request completed	Completed	10/12/15 10/15/15	Mollie Edwards	Accounting of TOT – detailed breakdown where taxes are going, how much coming in, who handles money, how much given to tourism	Paul Wood
2015-128	10/14/15	10/24/15		Completed	10/22/15	Paterson	Rec'd follow-up ques RE: General Fund monies 1. Correspondence bt. CCC & City subsequent to 10/2/15 Veasart letter 2. Correspondence/materials bt. City & MBUAPCD 3. Materials RE: Meeting w/CCC & Mayor, Schmitz, Mullane, Calhour, Stedman	Mayor Doug Rob M. Mike
2015-129	10/16/15	10/26/15		Completed	10/19/15	Paterson	MBUAPCD data for September 2015	Rob & Marc
2015-130	10/19/15	10/29/15		Completed	10/20/15	Carmel Pine Cone	Copies of documents RE: conditions at PW/CPD, requested by Paterson &	

City Clerk's Office Public Records Request Log October 2015

Request Number	Request Date	10-Day Due Date	14 Day Extension Date	Status - Complete Pending	Completed Date	Requestor	Information requested	Notes
							Bayne & OSHA letter	
2015-131	10/20/15	10/30/15		Completed	10/20/15	Paterson	Copy of OSHA letter – PD/PW Roof	
2015-132	10/23/15	11/4/15		Completed	10/23/15	Royal Calkins	Correspondence w/Sheriff over patrols on Peninsula	Doug
2015-133	10/31/15	11/10/15		Completed	11/9/15	Paterson	Settlement Agreement btw City and Steve McInchak Estate	Vince Hurley Attorney
2015-134	10/31/15	11/10/15		Completed	11/10/15	Paterson	City's written response to OSHA Complaint No. 1025533 (PD/PW Roof)	

City Clerk's Office Public Records Request Log October 2015

Request Number	Request Date	10-Day Due Date	14 Day Extension Date	Status - Complete Pending	Completed Date	Requestor	Information requested	Notes

Police Department Public Records Request Log October 2015

Request No	Request Date & Received By	Date & PSO Assigned	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Date & Supervisor Approved	Requested By	Phone	Info Requested	Status	Date & PSO Mailed
1	10.2.15				10.2.15		Monterey County Sheriff's Office	755-3742	Records Chk/Courtright	No Record/Mailed	CN
2	10.2.15				10.2.15		Lexis Nexis	678-924-4900	CA15-569	Mailed	CN
3	10.2.15				10.2.15		Lexis Nexis	678-924-4900	CFS09222105-18	Mailed	CN
4	10.2.15		10.12.15				Darlene Kennedy	509-363-6523	CA1500586	Mailed	CN
5	10.3.15				10.3.15		Rental Insurance Services	636-794-0333	AC1500502	faxed	CN
6	10.3.15				10.3.15		MCSO - Background	755-3829	Records Chk/Knight	mailed	CN
7	10.3.15				10.3.15		MCSO - Background	755-3829	Records Chk/Gross	mailed	CN
8	10/6				10/6		us government b schulz		records ck/siller	picked up	mw
9	10/5		10/14		10/6		Hardee Inv. For MCSO	831 402 6239	Records Ck/LOWE, Michael	No Record/Reply	Partido
10	10/6		10/15		10/6		USOPM		Records Ck/WILLIAMS	No Record/Reply	Partido
11	10/6		10/15		10/6		Lexis Nexis	678-924-4900	Accident Report: ELLIOTT	No Record/Reply	Partido
12	10/6		10/15		10/6		Lexis Nexis	678-924-4900	CA1500551	Report Mailed	Partido
13	10/6		10/15		10/6		Lexis Nexis	678-924-4900	CA1500502	Report Mailed	Partido
14	10/7				10/7		MCSO - Background Inv	831-324-0687	Records Chk/Ramirez	Report Mailed	CN
15	10/7				10/7		MCSO - Background Inv	831-324-0687	Records Chk/Hernandez	faxed	CN
16	10/7				10/7		MCSO - Background Inv	831-324-0687	Records Chk/Lopez	faxed	CN
17	10/7				10/7		Prince, Schmidt, Korte & Baca	505-982-5380	CA1500594/photos	emailed	MJR
18	10/8				10/8		Allstate	661-631-2727	CA1500581	faxed	Almario
19	10/9				10/9		USOPM		Records Chk/ALT	mailed	CN
20	10/9				10/9		USOPM		Records Chk/Ditter	mailed	CN
21	10/8				10/12		Lampighter Inn	831-624-7372	CG1500611	mailed	CN
22	10/9				10/12		Lisa George-Fukuda	831-920-7167	CC1500881	released redacted report	Almario
23	10/11				10/12		Andrew Danikempler	415-939-3532	CC1500828	released redacted report	Almario
24	10/12				10/12		Jonathan Shoemaker	624-1023	ca1500612	mailed redacted report	MW
25	10/12		10/21		10/12		Hardee Inv. For MCSO	831-402-6239	Records Ck/Acevedo-Roberts	release pick up/photos	mw
26	10/13				10/13		Darlene Kenney	206-979-3526	CA1500586	No Record/Reply	Partido
27	10/13				10/13		Nationwide Insurance	614-249-5652	CG1500520	emailed	Almario
28	10/13				10/13		Lisa George-Fukuda	831-920-7167	CC1400886	faxed report	Almario
29	10/13				10/13		Monterey County Sheriff's Office	831-755-3829	Recorded Ck/Justin Reyes	redacted report released	Almario
30	10/13		10/23		10/13		Terry Mihok	831-238-1573	CG1500613/CG1500466	no record/mailed	Almario
31	10/13				10/13		Lexis Nexis	408-593-9186	CA1500594	released redacted report	Almario
32	10/13				10/13		US Office of Personnel		Records Ck/Dustin Hurt	Accident face page only	Almario
33	10/14				10/14		Hardee Inv. For MCSO		Records ck/Gardeple	No Record/Faxed	Almario
34	10/14				10/14		Lexis Nexis		CA1500594	No Record/Faxed	MJR
35	10/16				10/16		CSUMB	831-582-3360	Records Chk/McIntire	Mailed	MJR
36	10/16				10/16		Hardee Inv. For MCSO	831-402-6239	Records Chk/Gardeple	faxed	CN
37	10/16				10/16		Hermnia Santos	831-755-3829	CA1500616	released	CN
38	10/16				10/16		MCSO	310 887-8000	Records Chk/Osorio	mailed	MJR
39	10/17				10/17		Law Offices of David Makkabi		CA1500616, CFS	mailed	MJR
40	10/18				10/18		gerald warner	ca1500624	ca1500624	picked up	mw
41	10/19				10/19		beth vecchio	ca1500626	ca1500626	mailed	mw
42	10/19		10/28		10/19		Metropolitan Reporting Bureau	800-245-6686	CG1500614/SPRINGER	MAILED	EVP
43	10/19		10/28		10/19		USOPM		Records CK/Martinelli	Mailed	EVP
44	10/19		10/28		10/19		USOPM		Records Ck/Aispaugh	Mailed	EVP
45	10/19		10/28		10/19		USOPM		Records Ck/English	Mailed	EVP
46	10/20				10/20		kathryn anderson		ca1500581	faxed	EVP
47	10/20				10/20		jeannette ewing		ca1500612	faxed	mw
48	10/20				10/20		Tarek Jarmaleani	831-521-2427	CG1300140	redacted report released	Almario
49	10/20				10/20		Roy Kaminske	800-245-6686	CA1500626	Report Mailed	Almario
50	10/20				10/20		Metropolitan Reporting Bureau	800-334-9698	CA1500610	Report Mailed	Almario
51	10/20				10/20		Lexis Nexis	831-402-6239	CA1500612	Report Mailed	Almario
52	10/21				10/22		Hardee Investigations		CA1500594/photos	pending	Almario
53	10/22				10/22		Hardee Investigations		Records Ck/Smith	no record/faxed	Almario
54	10/22				10/22		Monterey County Sheriff's Office		Records Ck/Nieves	No record/faxed	Almario
55	10/22				10/22		Hardee Investigations		Records Ck/Jennings	No Record/Mailed	MJR
56	10/23				10/23		Hardee Investigations		Records Ck/Dannhauser	No Record/Faxed	MJR

FORESTER REPORT - OCTOBER 2015

CITY ACTIVITIES

	Upper Canopy	Lower Canopy	Oct. total	2015 to date	2014
Removals	30	1	31	147	142
Planting*	7	3	10	96	39

Trees watered by staff	165
------------------------	-----

PRIVATE ACTIVITIES

	Permits issued	Upper canopy	Lower canopy	Oct. total	2015 to date	2014
Removals	15	5	10	15	91	114
Planting	4	1	3	4	26	49
Pruning	2	2	0	-	19	20

CONSTRUCTION ACTIVITIES

	Permits issued	Upper canopy	Lower canopy	Oct. total	2015 to date	2014
Removals	1	0	2	2	12	15
Pruning	0	0	0	0		
Planting	1	0	2	2	9	9

September notes:

Continued with city-wide tree planting.

Completed reduction pruning of the large eucalyptus tree at San Antonio & Ocean.

Completed sand redistribution on Carmel Beach to address access and safety issues.

Started pre-winter repairs to Scenic pathway infrastructure.

Signed contract for tree maintenance services with West Cast Arborists for \$82,000.



CITY OF CARMEL-BY-THE-SEA AGENDA BILL

TO:	Honorable Mayor and Members of the City Council
FROM:	David Sandys, City Treasurer
SUBJECT:	Monthly Treasurer's Report - October, 2015

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Accept Monthly Treasurer's Report

SUMMARY

City Treasurer David Sandys will provide an oral presentation outlining the following:
 Cash & Investments Report
 Overview of Investment Returns
 Reasons for Strength in Cash and Investments
 Potential Investments with Current Idle Cash

PRIOR CITY COUNCIL ACTION

Accept the monthly report.

ATTACHMENTS

1. Statement of Cash and Investments
2. Monthly Cash & Investment graph

City of Carmel-by-the-Sea

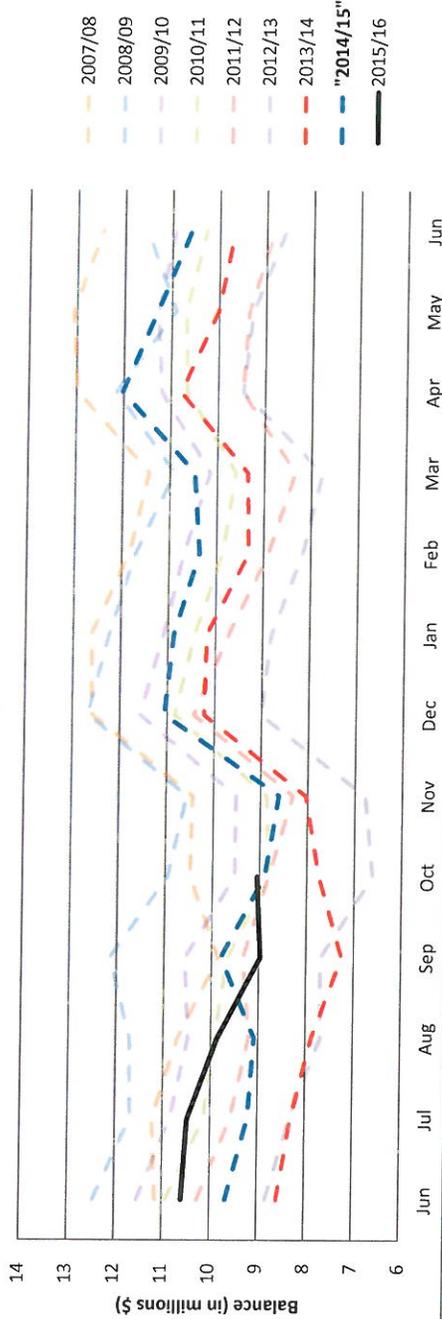
Statement of Cash and Investments

10/31/2015

Cash	Yield	Institution	@ 9/30/2015	Dr.	Cr.	@ 10/31/2015
General Checking		Wells Fargo	\$ 280,644.86	\$ 2,133,453.77	\$ 2,112,148.51	\$ 301,950.12
Ambulance Checking		Wells Fargo	\$ 506,046.81	42,543.85	92.47	\$ 548,498.19
Ambulance Checking (CRFA)		Union Bank	\$ 36,173.09			\$ 36,173.09
Ambulance Savings (CRFA)		Union Bank	\$ 40,515.49	3.33		\$ 40,518.82
Section 125 Flex Checking		Wells Fargo	\$ 68,425.11	6,283.35		\$ 74,708.46
Workers' Compensation Checking		Wells Fargo	\$ 13,165.37	11,921.66	7,348.14	\$ 17,738.89
LAIF	0.357%	LAIF	\$ 5,563,106.46	4,479.23		\$ 5,567,585.69
Wells Fargo Securities Money Market Acct		Wells Fargo	\$ 31,862.19	256,399.31		\$ 288,261.50
TVI Money Market Acct		TVI	\$ 276,140.28	235.37		\$ 276,375.65
Bond Reserve		Union Bank	\$ 400,025.10	2.82		\$ 400,027.92
			\$ 7,216,104.76	\$ 2,455,322.69	\$ 2,119,589.12	\$ 7,551,838.33

Investments	Yield	Maturity	Purchase Value	Market Value
Cert of Deposit - Sallie Mae Bk, Murray, UT	1.35%	10/17/2016	\$ 250,000	\$ 251,944
Cert of Deposit - Discover Bk, Greenwood, DE	1.20%	10/17/2016	\$ 250,000	\$ 251,971
Cert of Deposit - BMW Bank	1.25%	11/2/2016	\$ 248,000	\$ 249,565
Cert of Deposit - Firstbank Puerto Rico	1.15%	11/2/2016	\$ 249,000	\$ 250,285
Cert of Deposit - Everbank	0.90%	11/2/2016	\$ 248,000	\$ 248,568
Cert of Deposit - Goldman Sachs Bk, New York, NY	1.55%	10/17/2017	\$ 250,000	\$ 251,782
			\$ 1,495,000	\$ 1,504,114

Carmel-by-the-Sea Total Cash & Investments - Monthly Balances FY07/08 to Present



Combined Cash & Inv

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2015/16	10,589,739	10,473,529	9,856,640	8,961,105	9,046,838								
2014/15	9,671,754	9,200,451	9,085,748	9,806,455	8,889,874	8,611,874	11,054,920	10,878,284	10,351,799	10,474,294	12,023,214	11,292,804	10,589,739
2013/14	8,584,539	8,298,949	7,879,228	7,254,219	7,744,640	8,043,474	10,224,338	10,178,847	9,314,915	9,348,476	10,784,489	10,006,551	9,671,754
2012/13	8,828,311	8,322,265	7,691,079	7,692,321	6,608,566	6,782,117	9,010,649	8,809,197	8,168,732	7,760,949	9,465,341	9,265,046	8,584,539
2011/12	10,261,276	9,581,440	9,198,460	9,336,003	8,805,107	8,309,314	10,435,482	9,713,203	8,895,904	8,343,155	9,471,082	9,349,956	8,828,311
2010/11	10,925,553	10,135,273	9,921,312	9,661,764	8,804,932	8,863,841	10,838,669	10,430,439	9,860,495	9,598,671	10,648,922	10,684,770	10,261,276
2009/10	11,537,721	10,855,237	10,484,028	10,564,358	9,528,547	9,522,714	11,577,768	11,100,491	10,683,138	10,152,843	11,201,805	11,280,821	10,925,553
2008/09	12,458,777	11,692,483	11,713,062	12,142,023	10,951,314	10,565,710	12,678,333	12,246,034	11,709,722	10,904,872	12,158,656	10,904,872	11,537,721
2007/08	11,148,657	11,223,334	10,702,966	9,858,635	10,471,238	10,438,041	12,580,212	12,613,174	11,840,611	11,439,573	12,968,316	13,068,546	12,458,777

Investments

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2015/16	1,993,183	1,495,000	1,495,000	1,745,000	1,495,000								
2014/15	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183
2013/14	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183
2012/13	-	-	-	-	750,000	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183	1,993,183

Cash only

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2015/16	8,596,556	8,978,529	8,361,640	7,216,105	7,551,838								
2014/15	7,678,571	7,207,268	7,092,565	7,813,272	6,896,691	6,618,691	9,061,737	8,885,101	8,358,616	8,481,111	10,030,031	9,299,621	8,596,556
2013/14	6,591,356	6,305,766	5,886,045	5,261,036	5,751,457	6,050,291	8,231,155	8,185,663	7,321,732	7,355,293	8,791,306	8,013,368	7,678,571
2012/13	8,828,311	8,322,265	7,691,079	7,692,321	5,888,566	4,788,934	7,017,466	6,816,014	6,175,549	5,767,766	7,472,158	7,271,863	6,591,356

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1985	10.579	10.289	9.743	10.025	10.18	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.09	8.225	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.289	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.05	7.929	7.94	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.77	9.204	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.538	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.169	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.323	5.692	5.379	5.323	5.235	4.958	4.76	4.73	4.659	4.647
1993	4.678	4.649	4.554	4.605	4.427	4.554	4.438	4.472	4.43	4.38	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.38	5.528
1995	5.612	5.779	5.934	5.96	6.008	5.997	5.972	5.91	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.58	5.612	5.634	5.667	5.679	5.69	5.707	5.705	5.715	5.744
1998	5.742	5.72	5.68	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.21	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.76	5.824	5.851	6.014	6.19	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.76	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.74	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.44	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.89	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.7	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.25	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.62	4.161	3.777	3.4	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.53	1.377	1.035	0.925	0.75	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.56	0.528	0.531	0.513	0.5	0.48	0.454	0.462
2011	0.538	0.512	0.5	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.34	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263%	0.264%
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.26	0.246	0.254%	0.261%	0.267%
2015	0.262%	0.266%	0.278%	0.283%	0.290%	0.299%	0.32%	0.33%	0.337%	0.357%		



CITY OF CARMEL-BY-THE-SEA AGENDA BILL

AB 1056
November 30, 2015
Consent Calendar

TO:	Honorable Mayor and Members of the City Council Mike Calhoun, Interim City Administrator
FROM:	Janet Bombard, Library and Community Activities Director
SUBJECT:	Consideration of a resolution 1. Authorizing the closure of 7 th Avenue to expand the annual Monterey County Vintners and Growers Association annual Winemakers' Celebration Event and 2. Granting a waiver of up to \$2,887 in fees for the event

AMOUNT OF EXPENDITURE	N/A
AMOUNT BUDGETED	* See note below
APPROPRIATION REQUIRED	\$2,887

RECOMMENDATION

Approve the closure of 7th Avenue to expand the event and grant a waiver of \$2,887 in event fees.

SUMMARY

The Annual Winemakers' Celebration is an educational, interactive event which features workshops and wine tasting from local wineries, paired with food from local restaurants. The event has been held annually in Carmel-by-the-Sea since 2014; the proposed date of the 2016 event is May 7.

For the past two years the event has occupied Dolores Street between Ocean and 7th Avenues. The event organizers, the Monterey County Vintners & Growers Association, are requesting permission from the City Council to expand the 2016 event to include 7th Avenue between Dolores and San Carlos Streets. The two streets will be connected via a diagonal pathway consisting of part of the sidewalk and a portion of the corner of the roadway. In order to mitigate the impact on pedestrian and automobile traffic at the corner of Dolores & 7th, twenty (20) feet of the actual street corner will be blocked, leaving the rest open to traffic (see attachment 1). Event organizers have also contracted with the Seventh & Dolores event center for use of its parking lot and facility during the event.

Commander Paul Tomasi has reviewed the proposed plan for the street corner. In his opinion, it provides sufficient room for vehicles and pedestrian use of that part of the street.

The event itself will utilize only half of 7th Avenue. While the entire street will be blocked off for safety reasons, the other half of the street - where residences and a parking garage are located - will be blocked by light, portable fencing. Event staff will be stationed at the fence to facilitate resident access in and out of the garage during the event.

Both the original and new, proposed event locations were chosen due to the fact that there are not many entrances into the streets, which makes securing the event easier, and facilitates the procurement of a California Department of Alcohol and Beverage Control (ABC) license. Organizers will install small white picket fencing in the streets around the perimeter of the event in order to contain the event to ticket holders. Fences will be placed along curbs so that sidewalk foot traffic to local businesses will not be impeded.

There will be three entrances to the event: 7th Avenue, Ocean Avenue, and Dolores & 7th. Security will be stationed at all three entrances, as well as throughout the event.

For increased event safety, water barricades using reclaimed water will be used to block all outside entrances to the event. The used water will be emptied into the storm drains after the event.

The event will utilize two sets of portable restrooms: one set inside the event, and the other set inside the portable fencing on 7th Avenue, but outside the venue itself. Event organizers will secure permission from the businesses in front of which restrooms will be placed to locate them there. The restrooms will be screened by plants to minimize the visual impact.

Trash and recycling stations will be placed throughout the venue, and an additional dumpster will be installed in the Seventh and Dolores event center parking lot.

Event organizers have delivered notices of the proposed expansion to the businesses and residents on 7th Avenue. Proposed event notices have also been posted the street.

In addition to requesting permission to expand the event, event organizers are also requesting a waiver of fees for the event. Estimated fees for the event come to \$3,242.00, of which \$2,887.00 is eligible to be waived. Because this is the third year of the event, per City Policy C12-02 the event still qualifies for a fee waiver.

The Community Activities and Cultural Commission considered the Monterey County Vintners' request to expand the venue and be granted a fee waiver at its November 10, 2015 meeting. The discussion included ways in which the event organizers can work to make the event profitable and eliminate the need for a fee waiver. Commissioners voted to forward the following to the City Council: "The Community Activities and Cultural Commission recommends that the Council approves the street closure and expansion of the event, and that Council grants the Monterey County Vintners Association a fee waiver this year."

Note: The City Council budgeted \$27,500 for Fiscal Year 2015/16 grants and subsidies (fee waivers). Approved fee waivers for FY 15/16 include \$18,437 for Concours on the Avenue, \$1,072 for the Chamber of Commerce Concours Café, and \$2,044 for the Monterey Firefighters Association. \$5,967 remains in the FY 15/16 budget for additional grants and subsidies. Should Council grant the fee waiver, \$3,080 will remain in the grants and subsidies budget.

PRIOR CITY COUNCIL ACTION

The May 3, 2014 Annual Winemaker's Celebration event and street closure (Dolores between Ocean and 7th) were approved by the City Council at its January 7, 2014 meeting.

The May 2, 2015 Annual Winemaker's Celebration event and street closure (Dolores between Ocean and 7th) were approved by Council at its January 6, 2015 meeting.

ATTACHMENTS

- 1. Map of proposed event
- 2. Map of proposed event – corner detail
- 3. Event site plan
- 4. Event notice
- 5. Estimated fees for the Annual Winemaker's Celebration Event
- 6. City Council Policy C12-02, Event Fee Waivers
- 7. Chart detail: Documentation Required with Waiver Request
- 8. Documentation for Fee Waiver Request
- 9. Resolution

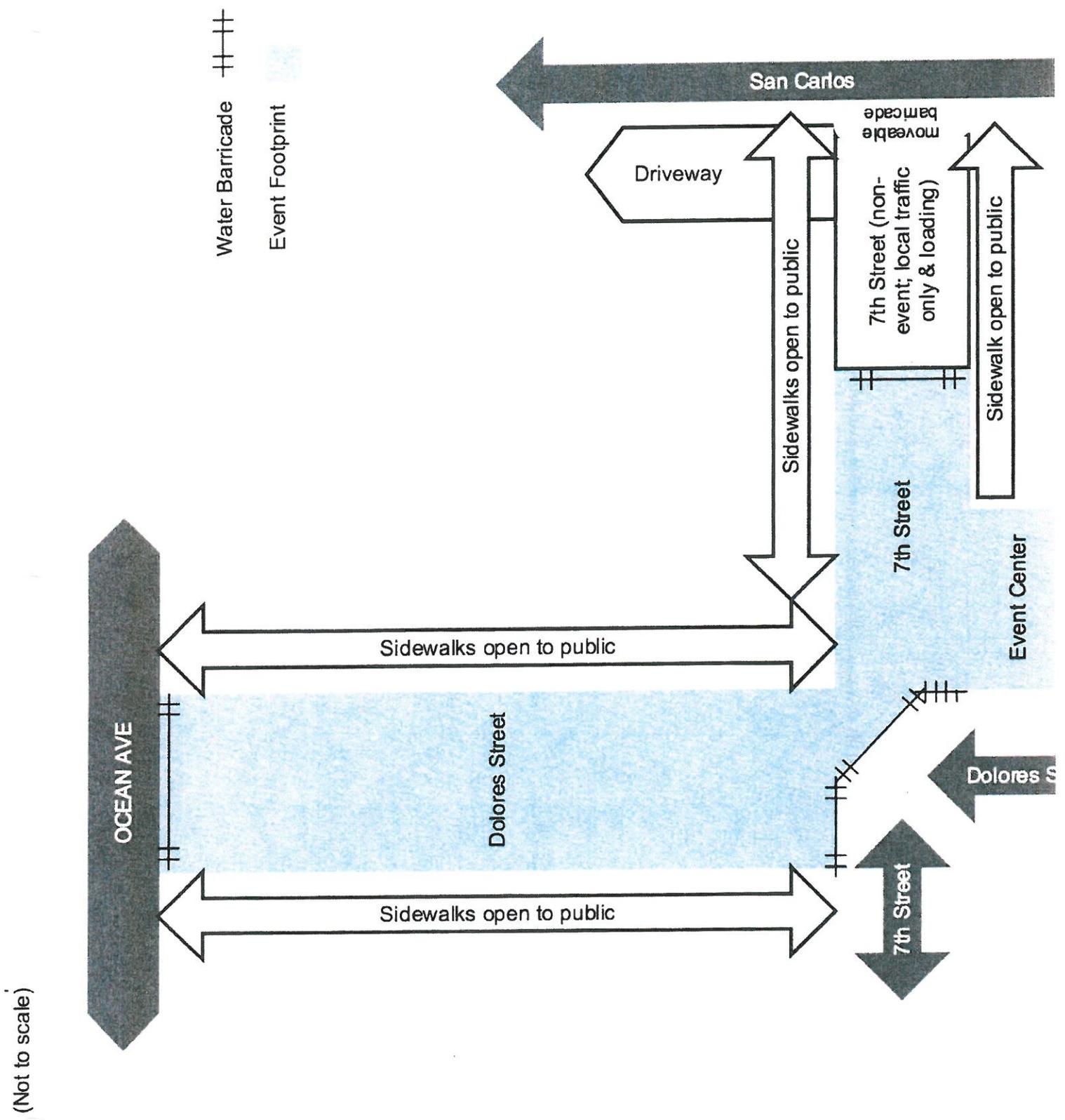
APPROVED:



Mike Calhoun, Interim City Administrator

Date: 11/20/2015

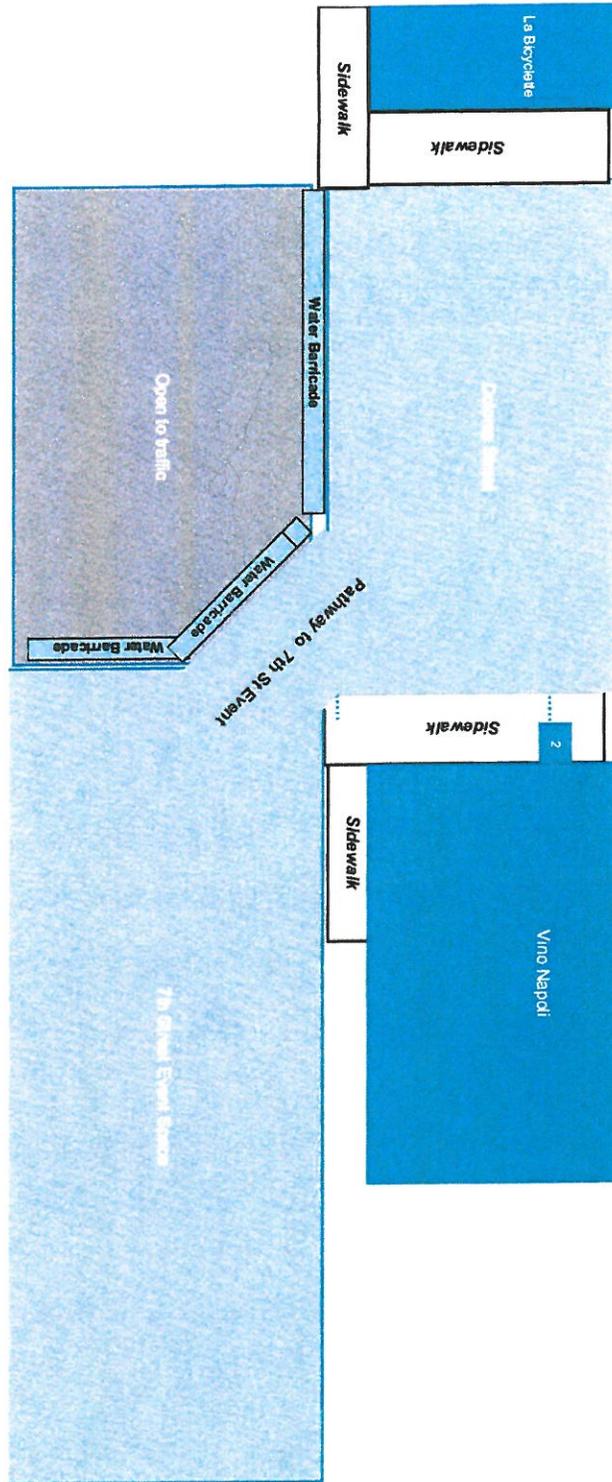
ATTACHMENT 1

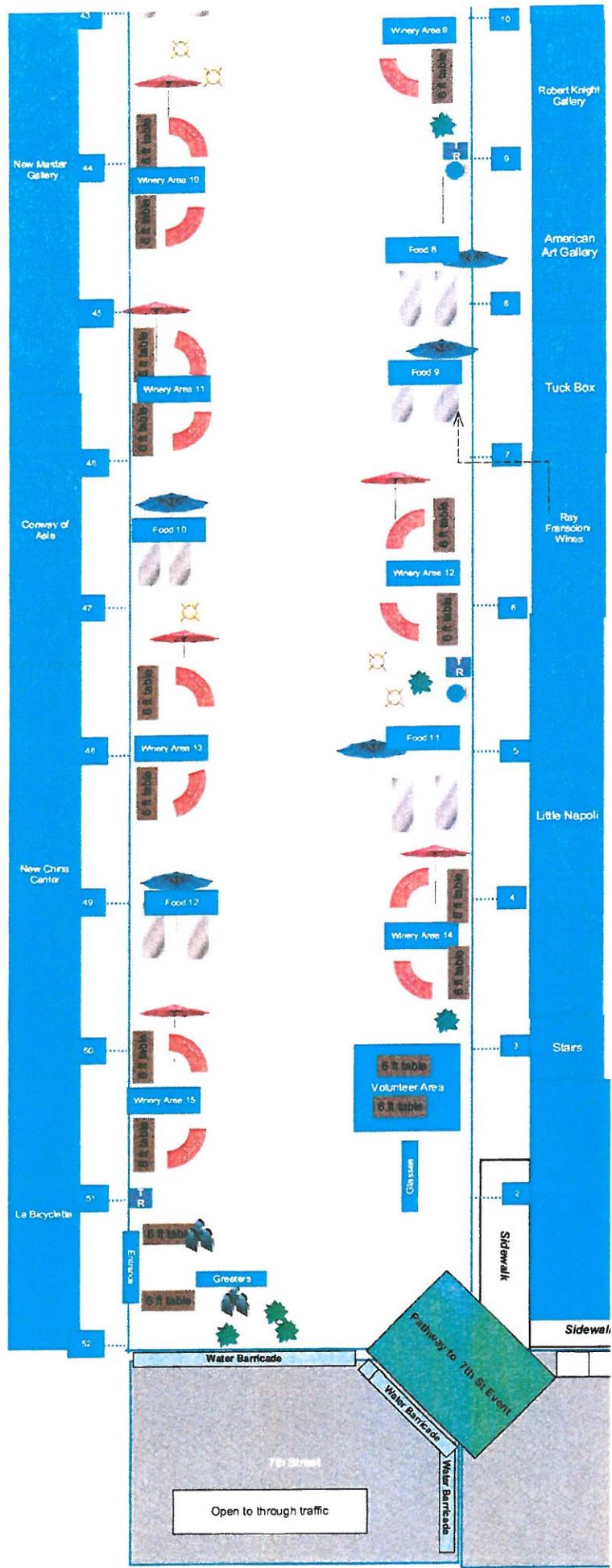


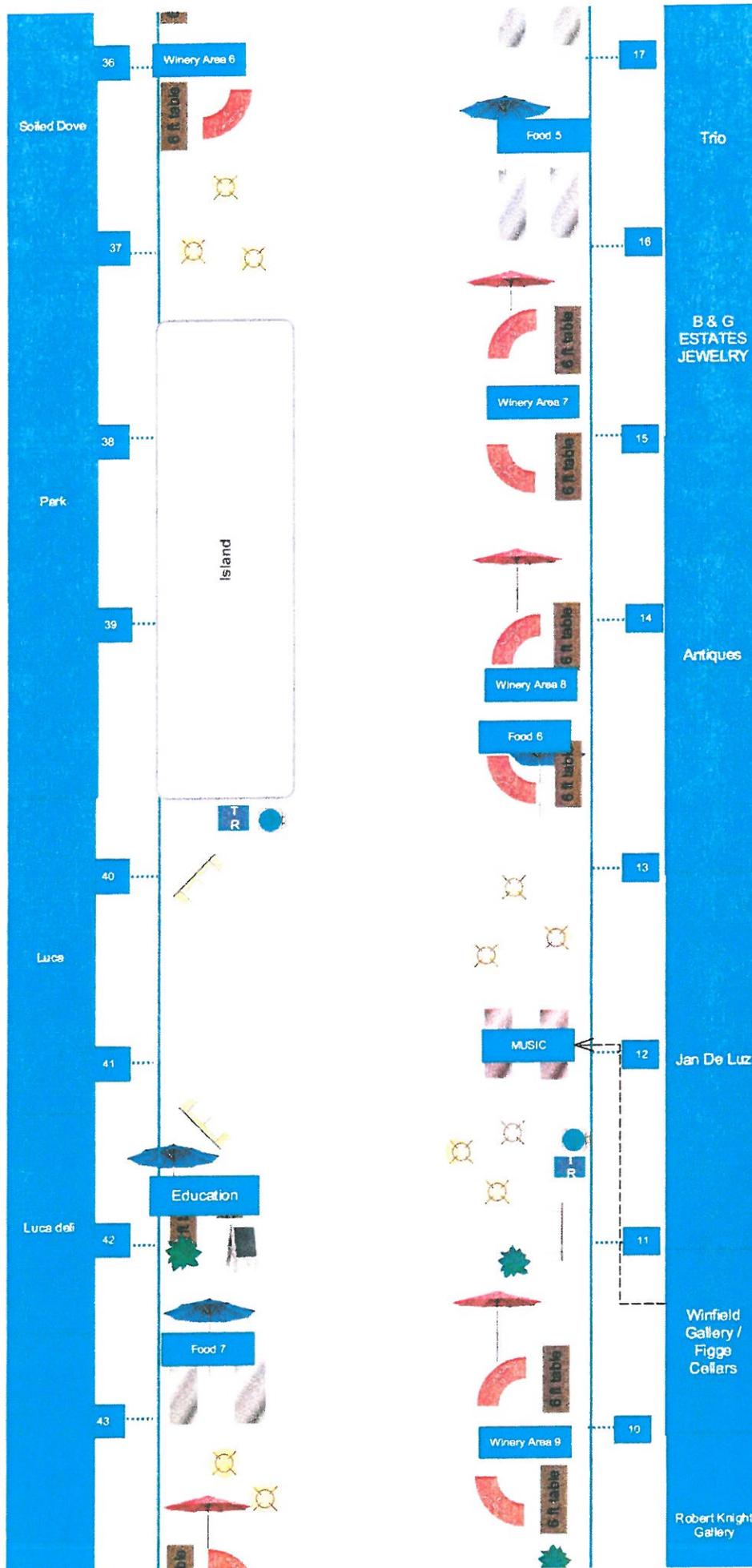
(Not to scale)

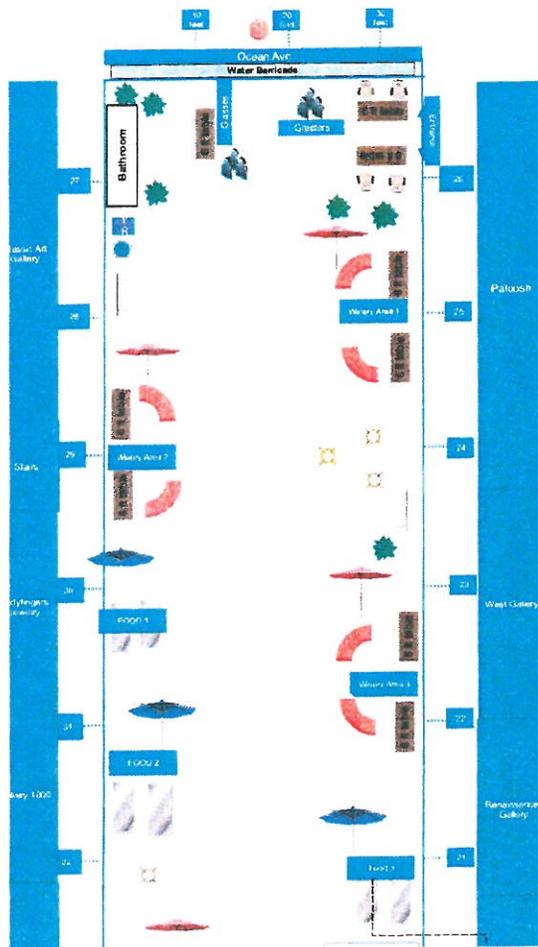
ATTACHMENT 2

Winemakers' Celebration - Dolores & 7th Detail











NOTICE OF PROPOSED SPECIAL EVENT

The Monterey County Vintners & Growers Association will be requesting permission from the City Council of the City of Carmel-by-the-Sea on November 30, 2015 to hold the Monterey County Vintners & Growers Association's 24th Annual Winemakers' Celebration on Saturday, May 7, 2016. Persons interested in the Special Event details may review additional materials available at the Park Branch Library Administration office located at Mission Street and 6th Avenue, phone number 831-624-1366.

This notice is being sent to all owners of property on the street containing the proposed special event described further in this letter. It is being sent for the purpose of informing the notified persons and other interested parties about the proposed event.

Event Contact: Kim Stemler, Monterey County Vintners & Growers Association 831.375.9400

Date delivered: 11/20/15

Project Location: Dolores Street, between Ocean & 7th AND 7th Street from Dolores – San Carlos. Sidewalks will remain open to the public; the event will be on the street only.

Applicant: Monterey County Vintner's Association

Project Description: The 24th Annual Winemakers' Celebration outdoor wine and food festival will be held the first Saturday May 7, 2016. Guests will compare wines, identify what they truly enjoy, and learn how to best pair their favorites with local foods. Guest chefs will prepare tapas style dishes. There are also educational components incorporated throughout the program.

Location Requested: Dolores Street, between Ocean & 7th AND 7th Street from Dolores – San Carlos. Although 7th street will be blocked off to all but local traffic, only 1/3 of the block will be used for the actual event. We will also rent the Event Center for the day. Sidewalks will remain open to walking traffic allowing complete access to the stores; the event will be on the street only. The streets will be surrounded with attractive white picket fencing.

Target Guests: Approximately 1,000 – 1,250 adults, of all age ranges, with at least 50% of attendees from outside the Monterey County area, to foster area tourism and continue building the Monterey Wine Country reputation.

Parking: Parking impact will be reduced through the usage of off-site parking with shuttles (Carmel High School and upper City lot near police station), as well as the maximization of targeting out of town guests who stay in the local inns and hotels.

Set Up: Guests will enter at one of two entrances (Ocean Avenue or 7th on the San Carlos side). They will each be personally greeted as they entered, where they will be led to confirm their registration and be told about the event.

ATTACHMENT 5

Estimated fees for MCVGA May 2016		Eligible for Fee Waiver
Special Event Processing Fee (non Refundable)	\$ 155.00	No
Damage Deposit (Refundable)	\$ 200.00	No
Block closures (\$365 per block) 2 blocks	\$ 730.00	Yes
16 Barricades (2 long, 14 water) at \$65 each	\$ 1,040.00	Yes
No Parking Signs (30) @ \$3.00 each	\$ 90.00	Yes
Sound Permit	\$ 27.00	Yes
10 parking stalls (2 on 7th, 2 on Dolores, 6 on San Carlos for vendor loading and parking)	\$ 1,000.00	Yes
Total	\$ 3,242.00	
Total amount eligible for fee waiver	\$ 2,887.00	

ATTACHMENT 6

CITY COUNCIL POLICY C12-02 EVENT FEE WAIVERS Revised July 1, 2014

- I. Purpose
- II. Community Event Fees
- III. Application Process
- IV. Documentation Required with Waiver Request
- V. Additional Documentation Required for Established Events
- VI. Guidelines

I. Purpose

The City supports and encourages events that have a significant economic, charitable, or community benefit. The City will consider waiving certain fees in order to promote the City and special events. The City is regularly being approached to waive fees for Community Events. This policy is designed to outline the process and criteria for the submittal, and review by Council, of fee waiver requests.

II. Community Event Fees

Fees eligible for Waivers:

- Special Event Permit Fee
- Fees associated with street closures
- Fees associated with events on the beach or at City Parks
- Parking stall fees

Fees not eligible for Waivers:

- Grant writing expenses
- Damage deposits
- Overtime costs for City personnel
- Costs for personnel with which the City contracts in order to facilitate the event

III. Application Process

- An applicant shall submit in writing a request for a fee waiver to the Community Activities Director
- All special event fee waiver requests will first be considered by the Community Activities and Cultural Commission (CA&CC) at a regularly scheduled meeting.
 - a. In the case of requests for fee waivers for new events - or established events that have previously received a waiver of fees and are within the three-year window outlined in the Guidelines below - the Community Activities and Cultural Commission may make a formal request to the City Administrator to waive eligible fees up to \$5000 instead of securing Council approval
 - b. Requests for fee waivers from events going into their fourth year or more must come to the City Council after being reviewed by the Community Activities and Cultural Commission.
- The City Administrator shall be given authority to apply this policy for waivers up to \$5000

- Staff or the applicant can appeal a waiver request to the City Council.
- Events proposed for co-sponsorship must be placed on a City Council agenda

IV. Documentation Required With Waiver Request

- Detailed scope of the event
- Proposed budget for the event
- Anticipated economic impact to the City and community
- Anticipated positive and negative impacts of the event on the community
- What charitable contributions will be made (if any), either directly or indirectly, to the community? What is the anticipated amount or percentage of the contribution(s) and to what organization(s) will it be made?
- Written survey of businesses and/or residents affected by the event indicating their acceptance of the proposed event

V. Additional Documentation Required for Established Events That Have Received Fee Waivers

- Past financial statements since inception of event
- Documentation showing actual charitable contributions to organizations within the 93921 zip code area since inception of event

VI. Guidelines

- The number of years for which an organization will be eligible for ongoing waivers of fees for the same event shall be no more than three years from the inception of the event
- Charitable contributions will be made to charitable organizations within the 93921 zip code area
- The total dollar amount of fee waivers authorized each fiscal year shall not exceed \$27,500
- The City shall waive no more than \$5,000 in fees for a special event
- Priority will be given to organizations that provide educational and/or community programs and events that are open to the general public free of charge

ATTACHMENT 7

DOCUMENTATION REQUIRED WITH WAIVER REQUEST - MCVGA

	YES	NO
Detailed scope of the event	Included in Special Event Permit	
Proposed budget for the event	X	
Anticipated economic impact to the City and community	Included in letter to City Clerk	
Anticipated positive and negative impacts of the event on the community	X	
What charitable contributions will be made (if any), either directly or indirectly, to the community? No contributions will be made		
What is the anticipated amount or percentage of the contribution(s) and to what organization(s) will it be made? N/A		
Written survey of businesses and/or residents affected by the event indicating their acceptance of the proposed event.		X

ADDITIONAL DOCUMENTATION REQUIRED FOR ESTABLISHED EVENTS THAT HAVE RECEIVED FEE WAIVERS

N/A This is the first year a waiver of fees has been requested.

GUIDELINES

	YES	NO
The number of years for which an organization will be eligible for ongoing waivers of fees for the same event shall be no more than three years from the inception of the event	X	
Charitable contributions will be made to charitable organizations within the 93921 zip code area		X

The total dollar amount of fee waivers authorized each fiscal year shall not exceed \$27,500 - \$21,942 has been expended from the fund this fiscal year-to-date		
The City shall waive no more than \$5,000 in fees for a special event	Request for up to	
Priority will be given to organizations that provide educational and/or community programs and events that are open to the general public free of charge	X	

ATTACHMENT 8



September 18, 2015

City of Carmel by the Sea
Monte Verde St
Carmel-By-The-Sea, CA 93923

Attn.: City Clerk

We are writing to request a fee waiver of event related fees for the proposed Monterey County Winemakers' Celebration on May 7 on Dolores and 7th Street. This event is in its 24th year of celebrating Monterey County wines. This will be the 3rd year it is held in Carmel-by-the-Sea.

An educational event, the focus is on elevating consumers' awareness of Monterey Wine Country™ in the ambiance of a charming European street festival setting

The Monterey County Vintners & Growers Association is a non-profit association with no public monies and a minimal budget. This event does not produce significant revenue.

The feedback we have received from the Carmel-by-the-Sea community, including some of the elected officials, is that it is a very positive event, representative of the character of the community.

The date of the event was selected with the help of the Carmel Chamber of Commerce, initially identified as a low occupancy weekend. The event has sold out prior to the day of the event for the last two years.

We conservatively estimate that this few hour event brings at least \$88, 750 into the community.

Thank you for your consideration. Please let me know if you have any questions.

Warmly,

Kim Stemler
Executive Director
Monterey County Vintners & Growers Association
831.375.9400
831.915.6621 (c)
Kim@MontereyWines.org

MONTEREY COUNTY VINTNERS & GROWERS ASSOCIATION
PO BOX 1793 MONTEREY CA 93942 831.375.9400 MONTEREYWINES.ORG

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Monterey County Vintners & Growers Association
WMC 2016 Estimated Budget

Revised 10.29.16
 Based on past revenue/expenses & addl cost of Event
 Center Rental

	2016 Estimate
Income	
Winemakers Celebration Income	
Ticket Sales	41400
Total Winemakers Celebration Income	41400
Expenses	
Winemakers Celebration Expense	
Advertising	10000
Poster/Cards	700
Promotion	2700
Event Supplies	4100
Permits, fees, taxes	2000
Rentals	15,500
Services	2800
Staffing - Planning & Day Of	11800
Total Winemakers Celebration Expense	49600
Net	-8200

Graphic design

Carmel High School, ABC, City of Carmel - may be increased dependent upon Carmel fees Added 7th & Dolores rental @ \$4550

Volunteer coordinator, staff planning

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Addendum to the Application for Special Event City of Carmel by the Sea
MCVGA Winemakers' Celebration

1. Anticipated economic impact (question to Margi)
2. Negative and Positive Impacts on the Community
 - a. Positive
 - i. Vibrant, positive event that is brand aligned with the feel of Carmel by the Sea.
 - ii. Increased hotel stays resulting in increased TOT.
 - iii. Held during shoulder season - bringing affluent guests in to town.
 - iv. Adds to Carmel's renown as a food and wine "mecca".
 - v. Sold out prior to the event for the last 2 years, so there are a lot of people walking around not able to get tickets that will go into other businesses.
 - vi. Provides business for restaurants by occurring between lunch and dinner hours.
 - b. Negative
 - i. No traffic on two blocks for a day.
 - ii. May increase density of parking even with shuttle.
 - iii. We sell out prior to the event for the last 2 years, so there are a lot of people walking around not able to get tickets, they are disappointed.
 - iv.
 - c. Charitable contributions made to 93921?
 - i. We are a non-profit and this is designed to be an educational event. We will not be making any specific contributions to 93921 charities.
 - ii. We do have a Foundation that funds scholarships for high school seniors whose parents work in agriculture. If there were to be sufficient proceeds from this event, we would further fund the scholarship fund. A Carmel High School student whose father works for Carmel Road received a scholarship this year.
 - d. Written survey of businesses -To be completed.
 - e. Charitable Contributions:
 - i. No charitable contributions to 93921 area directly.
 - ii. That being said, many of our members operate in 93921 and we promote them so that they will be financial prosperous and better able to donate to the local community.



Department of the Treasury
 Internal Revenue Service
 P.O. Box 2508
 Cincinnati OH 45201

In reply refer to: 0248145604
 Sep. 06, 2011 LTR 4168C EO
 94-2323441 000000 00
 00010705
 BODC: TE

MONTEREY WINEGROWERS COUNCIL
 MONTEREY COUNTY VINTNERS
 550 HARTNELL ST STE C
 MONTEREY CA 93940-2816



050808

Employer Identification Number: 94-2323441
 Person to Contact: Jeffery Cordell
 Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 25, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(6) of the Internal Revenue Code in a determination letter issued in February 1993.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
 Accounts Management Operations

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Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248145604
Sep. 06, 2011 LTR 4168C EO
31-1790962 000000 00
00010697
BODC: TE

MONTEREY COUNTY VINTNERS & GROWERS
FOUNDATION
% AMANDA ROBINSON
PO BOX 1793
MONTEREY CA 93942-1793



000941

Employer Identification Number: 31-1790962
Person to Contact: Jeffery Cordell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 25, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 2000.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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RESOLUTION 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
1. AUTHORIZING THE CLOSURE OF 7TH AVENUE BETWEEN DOLORES AND SAN
CARLOS STREETS TO EXPAND THE ANNUAL MONTEREY COUNTY VINTNERS
AND GROWERS ASSOCIATION ANNUAL WINEMAKERS' CELEBRATION EVENT
AND 2. GRANTING A WAIVER OF UP TO \$2,887 IN FEES FOR THE EVENT**

WHEREAS, Monterey County Vintners and Growers Association is requesting permission to close Dolores Street between Ocean and 7th Avenues for its third Annual Winemakers' Celebration event on Saturday, May 2, 2015: and

WHEREAS, Monterey County Vintners and Growers Association is also requesting permission to expand the event by additionally closing 7th Avenue between San Carlos and Dolores Streets; and

WHEREAS, per Chapter 9.20 of the Carmel-by-the-Sea Municipal Code, it is unlawful for any person to drink any alcoholic beverage in or upon any public place; and

WHEREAS, the City Council has the right, through adoption of a resolution, to make exceptions to the regulation; and

WHEREAS, the Monterey County Vintners and Growers Association is requesting a waiver of event fees in the amount of \$2,887.

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

1. Authorize the closures of Dolores Street between Ocean and 7th Avenues, and 7th Avenue between Dolores and San Carlos Streets.
2. Authorize the consumption of alcoholic beverages in the event venue.
3. Grant a waiver of event fees in the amount of \$2,887.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, Mayor

Ashlee Wright, City Clerk



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1057
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Janet Bombard, Library and Community Activities Director

SUBJECT: Consideration of a resolution authorizing the closure of: 1. Northbound and southbound lanes of Ocean Avenue from Mission to Dolores Streets, 2. San Carlos Street between 6th and Ocean, and 3. San Carlos street between 7th and Ocean for the Carmel Centennial Launches 100 Years of Memories event.

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Approve a resolution authorizing the closure of: 1. Northbound and southbound lanes of Ocean Avenue from Mission to Dolores Streets, 2. San Carlos Street between 6th and Ocean, and 3. San Carlos Street between 7th and Ocean for the Carmel Centennial Launches 100 Years of Memories event.

SUMMARY

The Centennial 2016 Committee is planning a kick-off event to officially launch the City's Centennial activities on Friday, January 8, 2016.

The event will take place on the street at the intersection of Ocean Avenue at San Carlos Street.

Various dignitaries, including Representative Sam Farr, the City Council, and event attendees will gather for a ceremony that will include introductions, opening remarks, the unveiling of the Centennial Welcome Sign, and the opening of the time capsule that is currently sealed in the World War I Memorial Arch.

Twenty to fifty chairs will be placed in the intersection for the Mayor and City Council, invited dignitaries, and former Mayors and Council Members. Spectators will stand behind the seating area.

The event will begin at 3:00 p.m. Event setup will start at 2:00 p.m.; tear-down will begin at 4:00 p.m.

Although the event itself will take place only in the intersection of Ocean and San Carlos, in order to facilitate a safe event it will be necessary to close the northbound lanes of Ocean Avenue from Mission to Dolores Streets, San Carlos Street between 6th Avenue and Ocean Avenue, and San Carlos Street

between 7th Avenue and Ocean Avenue to through traffic. The streets will be closed from 1:00 p.m. to 6:00 p.m.

Commander Paul Tomasi has reviewed the proposed plan for the street closures.

PRIOR CITY COUNCIL ACTION

None

ATTACHMENTS

1. Draft Special Event Permit
2. Resolution

APPROVED:



Mike Calhoun, Interim City Administrator

Date: 11/20/2015

Draft

CITY OF CARMEL-BY-THE-SEA
 COMMUNITY SERVICES
 PO BOX CC
 CARMEL-BY-THE-SEA, CALIFORNIA 93921
 Phone: 831/620.2020 Fax: 831/624.2132
 E-Mail: jbombard@ci.carmel.ca.us
mmperotti@ci.carmel.ca.us
ptomasi@ci.carmel.ca.us

SPECIAL EVENT PERMIT

EVENT TITLE: Carmel Centennial Launches 100 Years of Memories

DATE OF REQUEST: November 4, 2015

DATE OF EVENT: January 8, 2016

TIME OF EVENT: 3:00 p.m.

Set-Up Time: 2:00 p.m.

Tear-down Time: 4:00 p.m.

SPECIFIC EVENT LOCATION: The intersection of Ocean Avenue at San Carlos Street

CONTACT PERSON: Community Activities Department: Margi Perotti, Janet Bombard or Paul Tomasi, PD

CELL PHONE/TELEPHONE /FAX: M. Perotti 620-2020 J. Bombard 624-1366

E-MAIL: mmperotti@ci.carmel.ca.us, jbombard@ci.carmel.ca.us

PHYSICAL ADDRESS: Mission & 6th

CITY, STATE, ZIP: Carmel by the Sea, CA 93921

DAY OF EVENT CONTACT PERSON: M. Perotti, J. Bombard, P. Tomasi

Cell Number (Required): M. Perotti 901-9321 J. Bombard 869-2710

PLEASE DESCRIBE THE EVENT; PLEASE INCLUDE ALL EQUIPMENT TO BE UTILIZED FOR EVENT (TABLES, CHAIRS, SOUND EQUIPMENT, ETC.)

The objective of this Special Event, which is sponsored by the City of Carmel-by-the-Sea, is to officially "Launch" the Centennial Year and its activities. The event will begin with an opening ceremony (currently being created by the Centennial Committee), followed by introduction of dignitaries and the Centennial Committee. The Mayor or Representative Sam Farr will make remarks. The time capsule in the World War I Memorial Arch at Ocean Avenue and San Carlos street will be opened. The new Centennial Welcome Sign will then be unveiled. Photo opportunities will be staged with the Mayor and Dignitaries. The seated audience will consist of Mayor Burnett and invited Dignitaries, plus the current City Council, and past Mayors and Council members. Spectators will stand behind the seating area. The event will then be moved off Ocean Avenue to another venue.

20-50 chairs for event attendees will be placed in the intersection of Ocean Avenue at San Carlos.

North and South bound lanes on Ocean Avenue from Mission to Dolores Streets will be closed to traffic for the event. 6th and San Carlos, as well as 7th and San Carlos will also be closed to through traffic.

Police security will be provided as needed. One extra officer will be assigned to the event.

As we get closer to the event, we will have a rain policy in place.

ESTIMATED ATTENDANCE: 20 – 50 people

ADMISSION: Free Pre-sold Ticket Other (please specify)

STREET CLOSURES / PARKING STALLS:

Parking Stalls (signs posted 48-hrs in advance):

No parking signs on both side of Ocean Avenue from Mission to Dolores

No parking signs on San Carlos north to 6th Avenue

No parking signs on San Carlos south to 7th Avenue

Street Closure:

Barricade the North and South bound lanes at Ocean and Mission to through traffic

Barricade the north and south bound lanes at Ocean and Dolores to through traffic

Barricade 6th and San Carlos to through traffic

Barricade 7th and San Carlos to through traffic

CITY PERSONNEL / EQUIPMENT: A two (2) hour minimum is used in order to place barricades and stage at their locations prior to the event, brief city personnel and handle any delays or changes in the original plan once the event starts.

I. Police Personnel / Equipment

Police security will be provided as necessary.

II. Public Works Personnel / Equipment

- Equipment: barricades at: Ocean and Mission, Ocean and Dolores, San Carlos and 6th and San Carlos and 7th . Truck needed to haul barricades and chairs.
- Personnel: 1 needed to post signs. 2 needed to set up and break down chairs a barricades.

➤ Temporary Contract Staff (hired by City) N/A

CONDITIONS OF APPROVAL: Approval contingent upon submittal of appropriate insurance coverage and payment of fees stipulated by the City of Carmel-by-the-Sea (Policy C89-45, C89-47, C95-06).

Insurance Policy:

- City insurance covers event

Fees: N/A

Business License Required:

- No

Encroachment Permit: Any event requiring any structural additions, structural displays and/or the professional set-up or personal set-up of such structures, may require an Encroachment Permit and prior inspection. This includes: erected structures, carpets, tents, arches, displayed structures, etc.

Other conditions as required:

- Prior notification of event to affected area
 - Garbage/Recycling plan (REQUIRED) City staff and other event organizers will pick up and dispose of all trash associated with event
 - Structural additions, ie. tents, arches, carpets, any erected or displayed structure, etc. N/A
 - Cups, plates, or any type of food or liquid containers made of **styrofoam** are not permitted N/A

Additional Limitations: N/A

NOTIFICATION TO CITY DEPARTMENTS

NOTIFICATIONS
POLICE DEPARTMENT
MONTEREY FIRE CHIEF:
DEPARTMENT OF PUBLIC WORKS:
FOREST AND BEACH:
PLANNING AND BUILDING:
RISK MANAGER:
CITY COUNCIL READ BOARD:

DATE ADVISED:

OUTSIDE AGENCIES:

Green Waste Recovery
MST (Monterey Salinas Transit)
Mike Watson, California Coastal Commission

APPROVED BY: _____
Janet Bombard, Community Activities Director

DATE: _____

RESOLUTION 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CLOSURE OF: 1. THE NORTHBOUND AND SOUTHBOUND LANES OF OCEAN AVENUE FROM MISSION TO DOLORES STREETS, 2. SAN CARLOS STREET BETWEEN 6TH AND OCEAN, AND 3. SAN CARLOS STREET BETWEEN 7TH AND OCEAN FOR THE CARMEL CENTENNIAL LAUNCHES 100 YEARS OF MEMORIES EVENT.

WHEREAS, the City's Centennial Anniversary begins in January 2016; and

WHEREAS, the 2016 Centennial Committee wishes to hold a kick-off event at the intersection of Ocean Avenue and San Carlos Street to officially launch the City's Centennial activities on Friday, January 8, 2016; and

WHEREAS, in order to facilitate a safe event it will be necessary to close the northbound and southbound lanes of Ocean Avenue from Mission to Dolores Streets, San Carlos Street between 6th Avenue and Ocean Avenue, and San Carlos Street between 7th Avenue and Ocean Avenue to through traffic.

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

Authorize the closure of the northbound and southbound lanes of Ocean Avenue from Mission to Dolores Streets, San Carlos Street between 6th Avenue and Ocean Avenue, and San Carlos Street between 7th Avenue and Ocean Avenue to through traffic on Friday, January 8, 2016 from 1:00 p.m. to 6:00 p.m.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, Mayor

Ashlee Wright, City Clerk



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1058
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
FROM: Mike Calhoun, Interim City Administrator *MC*
SUBJECT: Consideration of a Resolution approving a MOU for the LIUNA General Employees Union and Management Employees Union, LIUNA/UPEX, Local 792, AFL-CIO for 2014 to 2016.

AMOUNT OF EXPENDITURE	\$ 103,800
AMOUNT BUDGETED	\$ - 0 -
APPROPRIATION REQUIRED	\$ 103,800

RECOMMENDATION

Adopt a Resolution extending the MOU for the LIUNA General Employees Union and Management Employees Union, LIUNA/UPEC, Local 792, AFL-CIO for 2014 to 2016

SUMMARY

The current Memorandum of Understanding between the City of Carmel-by-the-Sea and the employees represented by the General Employees Union and the Management Employees Union- LIUNA/UPEC, local 792, expired June 30, 2014. New agreements have been reached between both groups with the terms and conditions projected out to December 31, 2016 (Attachment 1).

The agreement includes a 3% salary increase per year over the term of the contract and all members shall pay 50% of the required PERS member contribution rate (currently 7%) plus an additional 1.5% per year per the term of the contract of pensionable compensation towards the employer's contribution for a total of 10% by end of contract. Other benefits include an adjustment to vision benefits, and the City will pay the one time cost of transitioning from the default to preferred supplemental pension plan.

PRIOR CITY COUNCIL ACTION

The last LIUNA/UPEC, local 792 MOU was approved on September 10, 2013 and took effect on July 1, 2013.

ATTACHMENTS

1. Current LIUNA/UPEC, Local 792 AFL-CIO Memorandum of Understanding July 1, 2014 through December 32, 2016.
2. Resolution approving the MOU for LIUNA General Employees Union and Management Employee Union

**Memorandum of Understanding
between
The City of Carmel-by-the-Sea
and
City of Carmel-by-the-Sea Management Employees Unit, an Affiliated
Unit of
LIUNA/UPEC Local 270**

ARTICLE 1: Preamble

This Memorandum of Understanding (MOU) is made and entered into between the City of Carmel-by-the-Sea, hereinafter referred to as "CITY," and the City of Carmel-by-the-Sea Management Employees UNION, an Affiliated Unit of Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, hereinafter referred to as "UNION," pursuant to California Government Code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: Recognition

2.1 The City of Carmel-by-the-Sea recognizes the UNION as the exclusive representative for employees in the following classifications:

- City Forester
- Associate Planner
- Senior Planner
- Public Works Superintendent
- Facility Maintenance Supervisor

ARTICLE 3: Term of Contract

3.1 The term of this MOU shall be from July 1, 2014 and continue through December 31, 2016, unless otherwise stated.

ARTICLE 4: Compensation

Wages:

The hourly rate salary steps for all classes in this representation unit shall be increased by three percent (3%), effective July 1, 2014.

The hourly rate salary steps for all classes in this representation unit shall be increased by three percent (3%), effective January 1, 2016. This increase is dependent upon implementation of cost

sharing of the City's pension costs, as outlined in Article 7.1.4.

ARTICLE 5: Educational Incentive Program

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

prior approval for a course of instruction or training, which would lead to the attainment of EIP. The City Administrator shall be guided in this determination by the value to the City of the employee's knowledge and/or skill accumulation, and by the employee's expenditure of time and effort as compared to that put forth by an employee earning the same level of EIP by the accumulation of college-level units (at approximately 30 to 54 hours per college unit).

C. In no case shall the EIP rate of compensation exceed five percent (5%).

5.4 Eligibility: In order for employees to be eligible for EIP, ALL of the following conditions shall be met:

A. A regular employee shall become eligible once successfully completing 18 months of continuous service to the City except that this period of time may be waived at the discretion of the City Administrator.

B. The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veterans' benefit shall not be considered compensation.

C. Credit shall not be given for work experience, although an academic institution may have given credit for such experience, until a degree is granted the employee by such institution.

D. The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

5.5 Time of payment: EIP shall be paid eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

5.6 All members shall maintain any license or certification required for his or her position by the Department of transportation.

ARTICLE 6: Longevity/Merit Program (LMP)

6.1 Longevity/Merit Program for Mid-Management and Professionals: UNION and CITY agreed to discontinue the longevity/merit program (LMP) for all Mid-Management and Professionals in the UNION who were not eligible and receiving the benefit under the LMP, as of January 1, 2002.

6.2 Continuation of Program: For the Term of this Agreement, the UNION and the CITY agree to continue the (LMP) for all Mid-Management, Professionals, and Supervisory UNION members who met the following qualifications as of January 1, 2002:

- A. Have completed ten (10) continuous years of service with the City of Carmel-by-the-Sea; and
 - B. Receive a Satisfactory performance evaluation during the Fiscal Year, July 1 through June 30.
 - C. Employees receiving more than one performance evaluation during the fiscal year shall have eligibility based on the first evaluation received in the fiscal year.
 - D. Once completed performance evaluations are received in the Personnel Office, LMP eligibility will be checked. Employees meeting the program requirements shall receive the defined benefit.
- 6.3 Rate of Compensation: Employees meeting the requirements of the LMP shall receive compensation of \$1,200 less mandated deductions.
- 6.4 Evaluation Criteria: For purposes of the LMP program the following performance evaluation rating definitions shall apply:
- **Satisfactory**: This is the level of work expected of a fully competent employee. The employee is meeting the standards required for the position.
 - **Marginally Satisfactory**: The work performance is less than that expected of a fully competent employee.
 - **Unsatisfactory**: The work performance is inferior to the standards required for the position.

ARTICLE 7: Cal-PERS Retirement Plan

- 7.1 Tier I: Bargaining unit members hired on or before November 1, 2011
- 7.1.1 The "2% at 55" retirement formula shall be available to bargaining unit members hired on or before November 1, 2011.
- 7.1.2 Final Compensation Based on 12-Month Period
- For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section mean the highest consecutive twelve (12) month period.
- 7.1.3 Required Member Contributions
- Bargaining unit members covered by this section shall continue to pay, through payroll deduction, the 7.0% member contribution.

7.1.4 Pension Cost Sharing

Effective November 1, 2015, or when the PERS contract amendment is processed whichever is sooner, in addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying the 7.0% member contribution, in addition to 1.5% of the employer contribution, bargaining unit members covered by this Section shall pay, thorough payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

7.2 Tier II: Bargaining Unit Members Hired After November 1, 2011 and Prior to January 1, 2013, and Unit Members Qualified for Reciprocity (Classic Members).

7.2.1 This Section 6.2 (including subsections) shall apply to bargaining unit members hired on or after November 1, 2011 and prior to January 1, 2013. In addition, this Section 6.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Cal. Gov. Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

7.2.2 The "2% at 60" retirement formula shall be available to bargaining unit members covered by this Section.

7.2.3 Final Compensation Based on Three-Year Final Average Salary

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section shall be determined by the average of the final three years of the member's salary.

7.2.4 Required Member Contributions

Bargaining unit members covered by this section shall continue to pay, through payroll deduction, the 7.0% member contribution.

7.2.5 Pension Cost Sharing

Effective November 1, 2015, in addition to paying the 7.0% member contribution, in addition to 1.5% of the employer contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, thorough payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

7.3 Tier III: PEPRA Retirement Tier Required for Bargaining Unit Members Hired On or After January 1, 2013 (Non-Classic Members)

7.3.1 This Section shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (non-Classic Members) as stated in Cal. Gov. Code Section 7522.02(c).

7.3.2 2% at 62 Formula

The "2% at 62" retirement formula will be available to bargaining unit members covered by this Section.

7.3.3 Final Compensation Based on Three-Year Final Average Salary

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section shall be determined by the average of the final three years of the member's salary.

7.3.4 Required Member Contributions

As required by Cal. Gov. Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section shall pay, through payroll deduction, fifty percent (50%) of normal costs.

7.3.5 Pension Cost Sharing

Effective November 11, 2015, in addition to paying 50% of normal costs as described above, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation toward the City's cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying 50% of normal costs as described above, bargaining members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Cal Gov. Code Section 20516, for a total of 3.0% of PERSable compensation paid toward the City's costs.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, Unit member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section 6.3, the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 6.3.

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section 6 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including but not limited to, Internal Revenue Code, 26 USC Section 414(h)(2).

7.3.6 The City shall provide bargaining unit members with those optional benefits which it has elected to provide to bargaining unit members in its contract with CalPERS and in accordance with the Public Employees Retirement Law.

ARTICLE 8: UNION SUPPLEMENTAL RETIREMENT PLAN:

A. Tier 1: Effective October 1, 2001, the City agreed to pay a monthly premium of \$1.08 per hour paid, excluding overtime, to the Laborer's International Union of North America, National (Industrial) Pension Fund on behalf of eligible employees who are 1) represented by the Union and 2) are regularly scheduled to work 20 hours or more per week. For the Term of this agreement, the City will continue to pay the monthly premium (\$1.08/hour paid) for eligible UNION employees hired prior to December 7, 2005.

B. Tier 2: Eligible Union employees who are: 1) hired on or after December 7, 2005, 2) represented by the Union and 3) regularly scheduled to work 20 hours or more per week, shall have a premium of \$1.08 per hour deducted from their monthly compensation for payment on their behalf to the Union supplemental retirement plan. In accordance with the provisions of Section 414(hX2) of the Internal Revenue Code, the employee contribution shall be deducted on a pre-tax basis.

C. Both plans will be made current in accordance with the plan's requirements. The City's maximum contribution will be capped at \$1.27.

D. The City will move from the Default plan to the Preferred Plan at no cost to the members. The City's maximum contribution will remain at \$1.27, upon approval date by the City Council.

E. The parties agree to meet in January 2016 to discuss the status of and future options regarding the supplemental retirement plan.

ARTICLE 9: Deferred Compensation

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

9.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. It shall be the responsibility of the employee to specify the plan and investment option.

ARTICLE 10: Uniform Allowance

- 10.1 Specific classifications in the UNION shall be entitled to the following uniform allowances:
- Public Works Superintendent \$22.00 per month
 - Facilities Maintenance Supervisor \$22.00 per month
 - City Forester \$22.00 per month
- 10.2 Nothing in this section shall prohibit these designated classifications from refusing to take the specified uniform allowance.

ARTICLE 11: Hours of Work

- 11.1 Workweek: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.
- 11.2 Workday: The normal workday shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by an unpaid lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:00 a.m. and 6:00 p.m. Input from employees at each work site is welcomed . An employee shall be given seven (7) calendar days' notice before a change in the daily work schedule can be implemented .
- 11.3 Change in Hours of Work: Should, in the judgment of the City, it be necessary to establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the City shall meet and discuss the proposed change with the UNION at least ten (10) days in advance, except in cases deemed to be an emergency by the City Administrator.
- 11.4 Alternative Work Schedules: During the term of this Agreement the parties may mutually agree to meet and confer regarding alternative work schedules. Notwithstanding subsections A and B above, the CITY and the UNION may agree to establish alternative work schedules consisting of forty (40) hours in a work week or eighty (80) hours in a bi-weekly period. Alternative work schedules may be implemented on a Department-by-Department basis.
- 11.4.1 Employees shall be scheduled to work Eighty (80) hours within a Nine (9) consecutive day period. The scheduled day off shall be either a Friday or Monday, providing that this work schedule for the library employees does not cause a reduction of hours the library is open to the public.
- 11.5 Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the City.

ARTICLE 12: Holidays

12.1 The following 12 holidays shall be observed:

- 1) New Years Day, January 1st
- 2) Martin Luther King Day, Third Monday of January
- 3) Lincoln's Birthday, February
- 4) President's Day, Third Monday of February -
- 5) Memorial Day, Last Monday of May -
- 6) Independence Day, July 4th
- 7) Labor Day, First Monday of September -
- 8) Veterans' Day, November 11th
- 9) Thanksgiving Day, Fourth Thursday in November
- 10) Friday after Thanksgiving, Day after Thanksgiving
- 11) Christmas Eve, December 24
- 12) Christmas Day, December 25

12.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. In the event a holiday falls on a Sunday it shall be observed 'on Monday.

ARTICLE 13: General Leave

13.1 Each member of the UNION shall be entitled to one day (8 hours) of general leave during the period of the contract. The Department Manager or City Administrator shall approve use of general leave. General leave may not be accumulated from one year to the next.

ARTICLE 14: Executive Leave

14.1 The CITY shall grant each Exempt member of the UNION eighty (80) hours annual Executive Leave. This leave must be taken during the fiscal year in which it is earned. There will be no ability to carry over this leave from one fiscal year to the next and there shall be no cash pay off for any such unused leave.

ARTICLE 15: Vacation Accrual Plan

15.1 The following vacation accrual schedule shall be in effect:

1 – 4 years of service:	80 hours per year
5 – 10 years of service	120 hours per year
11 – 15 years of service:	160 hours per year
15 years of service and over:	176 hours per year

- 15.2 Vacation accrual will be reflected in the City's books on a month-to-month basis in hours.
- 15.3 The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator.

ARTICLE 16: Vacation Buyback

- 16.1 The parties agree that members of the UNION will have the option, subject to approval by the City administrator, to sell up to eighty (80) hours of accumulated vacation per fiscal year to the CITY in exchange for compensation at the employee's hourly rate in the fiscal year sold.

ARTICLE 17: Bereavement Leave

- 17.1 Each member of the UNION shall be entitled to use twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family.
- 17.2 Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, registered domestic partner, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 18: Sick Leave

- 18.1 The CITY shall continue to grant each member of the UNION eight (8) hours of sick leave per month. These days are to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel-by-the-Sea (Sections 2.52.660-2.52.685).
- 18.2 Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour, for example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

- A. Medical appointments of 59 minutes or less, with written physician verification, shall not be charged to an employee's sick leave account.

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B. Medical appointments of 59 minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15 minute segments.

C. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

- 18.3 Employees hired after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours. A maximum of six hundred (600) hours will be the total amount for which the City will reimburse the employee upon termination or resignation from employment. This provision does not apply to employees with less than five (5) years of continuous service, who **shall not** be entitled to any compensation under this section.

For employees with more than five (5) years of service:

A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, times the actual hourly rate at the time of resignation.

B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, times the actual hourly rate at the time of retirement.

C. Employees with fewer than five (5) years of service shall not be entitled to cash out any sick leave upon separation from service.

- 18.4 Employees employed by the City before 1 November 1984 will be entitled to accumulate an unlimited amount of sick leave hours. The formula for compensation upon severance of employment will be:

A. Retirement from CITY employment with proof of submission of application for retirement from CalPERS: 50% of the accrued sick leave hours times the current hourly rate.

B. Resignation: Twenty-five percent (25%) of the accrued sick leave hours times the current hourly rate.

- 18.5 An employee shall be permitted to use up to forty-eight (48) hours of sick leave per year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

A. Employees who are victims of domestic violence, sexual assault or stalking shall be permitted to use up to 48 hours of sick leave per year to obtain

or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; or to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

B. For purposes of this policy, "family member" shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- 18.6 Pursuant to Government Code Section 20965 to the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 19: Catastrophic Illness/Sick Leave Hours Transfer

- 19.1 General Requirements: An employee shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. Individual determinations of catastrophic illness or major injury from an accident shall be determined by the City Administrator.
- 19.2 The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible.
- 19.3 Generally, the illness or accident recovery period must be longer than three weeks for the employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.
- 19.4 An employee desiring to contribute to the transfer of hours must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account

19.5 Employee Use of the Program - Employees MUST:

- A. Notify their Department Manager requesting assistance in utilizing the program.
- B. State the reason for the request and the approximate number of hours they believe will be needed.

19.6 The Department Manager WILL: File the employee's request with Human Resources.

19.7 The Human Resources Office WILL:

- A. Present the request to the City Administrator for authorization and determination of the validity of the request.
- B. Disseminate notices to Municipal Departments stating an employee is in need of sick leave hours and request interested employees to contact Human Resources.
- C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.
- D. Notify the Finance Specialist to make the transfer of sick leave hours when the transfer is approved.

19.8 The City Administrator WILL:

- A. Review requests for participation in the program.
- B. Authorize or deny the transfer of sick leave hours pursuant to the request.

ARTICLE 20: Physical Examinations

- 20.1 Each employee covered by the UNION, under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.
- 20.2 Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.
- 20.3 Employees forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section 20.4. The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical

examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

- 20.4 Physical examinations may be performed by a licensed physician of the employee's choice. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

ARTICLE 21: Tuition Advancement

- 21.1 The CITY recognizes the financial burden placed upon UNION members who must pay advance registration, tuition and book fees to continue pursuit of collegiate degrees in their professional disciplines. To this end the CITY and UNION agree to the following program:
- A. The CITY shall pay, in advance of the course(s) being taken, registration, tuition and book fees for UNION members.
 - B. All courses and programs shall be approved in advance of enrollment by the City Administrator for a determination of job relevancy.
 - C. At the completion of the course(s), the employee shall submit to the City Administrator, proof of satisfactory completion of the course(s).
 - D. In the event the employee does not satisfactorily complete the course(s), the employee shall reimburse the CITY for all advances paid by the CITY on behalf of the employee. A timetable for reimbursement shall be determined on a case-by-case basis by the City Administrator.
 - E. The maximum amount that is allowed in a fiscal year for the Tuition Advancement program is \$1,000 per UNION member.

ARTICLE 22: Insurance Programs

- 22.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.
- 22.2 For the purposes of this section the following definitions and groupings of coverage shall exist:
- A. Non Elective Core Coverage's: (City Paid)
 - 1) Mandatory per month employer contribution required by CalPERS for each employee enrolled in the CalPERS medical protection program.

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- 2) Employee/dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.
- 3) Collective employee/dependent vision premium established by City's broker of record for the self-insured vision plan.
- 4) Basic \$30,000 life insurance premium (available only to full-time and regular part time employees).
- 5) Accidental Death and Dismemberment Policy (available only to full-time and regular part time employees).

B. Elective (non-core) coverage (Employee Paid): available for purchase with flexible spending monies available to eligible employee:

- 1) 1) Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.
- 2) I.R.C. Section 125 - Flexible Spending Account
- 3) I.R.C. Section 125 - Dependent Care

C. Section 125 Plan: The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party administrator provides administration of the plan.

22.3 Effective July 1, 2010, the City's Maximum Medical Premium Contribution will be capped at 80% of the CalPERS CHOICE, SELECT, CARE, or EPO Medical Premium for eligible employees enrolled in the Public Employee and Hospital Care Act (PEHCA) Medical Plan.

22.4 The City agrees to maintain the contract for Group Long Term Disability Insurance (LTD). The cost of this insurance shall continue to be fully paid by participating employees. Participation in the plan is voluntary. Continuation of the coverage requires seventy-five percent (75%) participation by all eligible employees (benefited full-time and part-time).

22.5 Plan Contents and Monthly Rates:

A. Life Insurance and Accidental Death/Dismemberment Insurance (AD&D)
(Only available to full-time and benefited part-time employees)

Provider: Life Insurance – Standard Insurance Company Rates:

(E)mployee Only:	\$ 9.60 p/month
(E)mployee + Dependents:	\$11.84 p/month

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Provider: AD&D Insurance – Standard Insurance Company Rates:
 All employees: \$ 1.50 p/month

B. Vision Insurance:

Provider: Self-funded for Vision Insurance Coverage Rates:
 (E)mployee Only: \$ 6.10 p/month
 (E)mployee + 1 dependent: \$11.86 p/month
 (E)mployee + 2 or more: \$17.38 p/month

C. Dental Insurance:

Provider: Self-fund for Dental Insurance Coverage Rates:
 (E)mployee Only: \$30.04 p/month
 (E)mployee + 1 dependent: \$55.13 p/month
 (E)mployee + 2 or more: \$103.89 p/month

D. Medical Insurance: CalPERS Plan (PEMHCA): subject to terms and conditions of by the Public Employees’ Medical and Hospital Care Act (PEMHCA).

E. The City shall reimburse employees the following amounts for the following vision related services:

Benefit	City reimbursement
Exam	\$100
Single lenses	\$110
Bifocal lenses	\$140
Trifocal lenses	\$160
Lenticular	\$280
Contacts	\$100
Frames	\$200 (every other year)
Cataract surgery or 20/40 correction deficiency: hard	\$200
Cataract surgery or 20/40 correction deficiency: soft	\$250

22.6 Retirees and Other Qualified Employees

A. The City agrees to fund the minimum mandatory per month for medical coverage plus the administrative cost (based on total monthly premium) for currently enrolled retirees and eligible and enrolled un-benefited hourly employees, as required by CalPERS.

- 1) The City agrees to provide additional minimum funding as needed for existing retirees, active or hourly employees who currently are not participating in the medical program, but who would be eligible under CalPERS guidelines.
- 22.7 Opting Out (Medical Program Only): Eligible employees may elect not to participate in the CalPERS medical plan. Anyone opting out shall only be eligible to take cash in the amount of \$291 per month providing they meet the following conditions:
- A. They shall submit proof of medical coverage elsewhere.
 - B. They shall sign a medical plan waiver
 - C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.
 - D. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.
- 22.8 The City and Association will review the dental and vision plans to identify the most affordable and viable plan without increasing the plan(s) premium.

ARTICLE 23: Workers' Compensation: Salary Continuation Non-Safety Employees

- 23.1 Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.
- 23.2 If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.
- 23.3 Benefits: During the six month or less period of disability, the employee who suffers such injury/ illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 24: Other Benefits

- 24.1 Jury Duty: The CITY provides time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the CITY.
- 24.2 Automatic Deposit: The CITY, upon authorization from any employee, shall make direct deposits to the financial institution of the employee's choice, through the City's duly authorized financial institution. The employee's financial institution must have direct deposit capabilities.
- 24.3 Payroll Deductions: Employee funded insurance programs, deductions for deferred compensation programs, and UNION dues shall be paid through payroll withholding.
- 24.4 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees are incorporated herein as "Exhibit I" to the MOU

ARTICLE 25: Exempt Status

- 25.1 With the exception of the Public Works Superintendent and the Building Maintenance Manager, all employees covered by this Agreement are exempt in accordance with the Fair Labor Standards Act and are accordingly not entitled to overtime and/or compensatory time. During the term of the Agreement the City and LIUNA will meet and discuss exempt status employees.
- 25.2 The classifications of Public Works Superintendent and Building Maintenance Manager are non-exempt positions, subject to overtime and/or compensatory time, as follows:
- A. The City shall comply with the regulations established by the Fair Labor Standards Act (FLSA).
 - B. Overtime shall be compensated at time and one-half for all work performed over the normal forty (40) hour work period for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall be counted as time worked.
 - C. Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.
 - D. Accrued compensatory time must be permitted to be used within a reasonable period" of time as long as it does not "unduly disrupt" the operations of the agency. (Per FLSA guidelines).

E. Compensatory time may be accrued up to the following limits with Department Manager approval:

- Non-Safety Employees (General): 75 hours (equals 50 straight-time hours)

F. In the event compensatory time is sold back to the City, it will be paid at the straight hourly rate since it was accumulated at the time and one-half rate.

ARTICLE 26: Call-Back/Stand-by Pay

- 26.1 The non-exempt positions of Public Works Superintendent and Building Maintenance Manager shall be eligible for Call-Back Pay. In situations where the employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime.
- 26.2 In accordance with department established procedures, employees who are assigned to stand-by will receive \$25.00 per weekday and \$75.00 per weekend day or official holiday. This provision will become effective upon the establishment of departmental procedures; The City and LIUNA will meet and confer regarding the procedures.

ARTICLE 27: Impasse Resolution

- 27.1 The parties agree to utilize the Meyers-Miliias-Brown Act (MMBA) impasse resolution process and include the City's mediation component, as outlined in this section.
- 27.2 Definition: "Impasse" means that the representatives of the City and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding , and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- 27.3 Mediation

A. The parties agree that prior to initiating the MMBA impasse procedure; the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee UNION.

B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

ARTICLE 28: Management Rights

- 28.1 It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.

- 28.2 It is agreed that during the term of this contract the CITY shall not be required to meet and confer on matters, which are solely a function of management, including the right to:
- A. Determine and modify the organization of City government and its constituent work units.
 - B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
 - C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided .
 - D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
 - E. Establish employee performance standards and to require compliance therewith.
 - F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.
 - G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
 - H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.
 - I. Take all necessary actions to protect the public and carry out its mission in emergencies.
- 28.3 Decisions under this section shall not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.
- 28.4 The City will meet and confer on the exercise of the foregoing Management Rights where such exercise falls within the scope of representation as defined by the MMBA.

ARTICLE 29: Harassment Policy

- 29.1 The City agrees to meet and consult with the union before any changes to the City's harassment policy are presented to the City Council.

ARTICLE 30: Separability

- 30.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be

separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

ARTICLE 31: Effect of Agreement

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

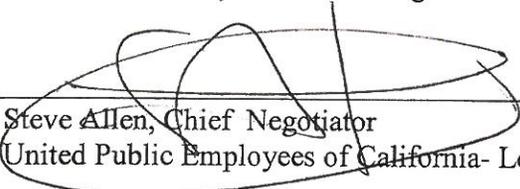
ARTICLE 32: Signatures

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

Mike Calhoun, Interim City Administrator

Dated

For the Carmel-by-the-Sea Management Association:



Steve Allen, Chief Negotiator
United Public Employees of California- Local 792

11-20-15

Dated



Mike Branson, Negotiator

November 20, 2015

Dated

**Memorandum of Understanding
between
The City of Carmel-by-the-Sea
and
City of Carmel-by-the-Sea General Unit**

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Carmel-by-the-Sea, hereinafter referred to as "City," and the Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, hereinafter referred to as "Union" pursuant to California Government Code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the Union as the exclusive representative for the following non-exempt classifications.

1. Administrative Coordinator (Fire, Planning and Building, and Public Works)
2. Assistant City Forester
3. Assistant Planner
4. Building Inspector
5. Facility Maintenance Specialist
6. Circulation Supervisor
7. Code Enforcement Officer
8. Community Services Assistant
9. Facility Maintenance Worker
10. Finance Analyst
11. Finance Specialist
12. Financial Services Coordinator
13. Forest Care Worker
14. Hourly Library Assistant
15. Librarian I
16. Librarian II
17. Library Assistant
18. Maintenance Worker
19. Maintenance Worker/Gardener
20. Permit Technician
21. Planning Technician
22. Program Supervisor – Recreation

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23. Public Service Maintenance Worker I
24. Public Service Maintenance Worker II
25. Senior Maintenance Worker (Cement Mason, Equipment Operator, Sweeper Operator, Traffic Markings Painter, Mechanic)
26. Streets Supervisor
27. Tree Care Specialist

2.2 Notwithstanding any other provisions in this MOU, part time hourly positions are not entitled to any other compensation or benefit not specifically listed herein.

ARTICLE 3: TERM OF CONTRACT

- 3.1 The term of this MOU shall be from July 1, 2014 through December 31, 2016.

ARTICLE 4: COMPENSATION

- 4.1 Wages:

The hourly rate salary steps for all classes in this representation unit shall be increased by three percent (3%), effective July 1, 2014.

The hourly rate salary steps for all classes in this representation unit shall be increased by three percent (3%), effective January 1, 2016. This increase is dependent upon implementation of cost sharing of the City's pension costs, as outlined in Article 6.

ARTICLE 5: EDUCATIONAL INCENTIVE PAY

5.1 Payment Established: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (EIP).

- 5.2 Definitions: For the purpose of this program, the following definitions shall apply:

5.2.1. Base Salary shall mean the monthly salary of the employee as established by the City Council and shall not include any overtime, holiday-in-lieu pay or allowances or other supplemental benefits.

5.2.2. Satisfactory Completion shall mean a grade of "C" or better in any course. No more than one-third (1/3) of the total number of units considered for EIP may be on a "credit only" or "pass/fail" basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a "Credit Minus" grade will not be considered eligible under the EIP program.

5.3 College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.

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5.4 Job-Related shall mean any college level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator's determination of the eligibility of any course shall be final and shall be obtained prior to taking a course.

5.5 Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.

5.6 Rates of additional compensation:

5.6.1. Academic Education. Upon satisfactory completion of 30 units of college level related courses, the employee shall receive a salary increase equal to two and one-half percent (2.5%) of their base salary. Upon attainment of 60 units or the attainment of an Associate Degree, the employee shall receive a salary increase equal to five percent (5%) of base salary

5.6.2. Non-Academic Training or Instruction. For eligible employees, the City Administrator, upon recommendation of the Department Manager, may grant prior approval for a course of instruction or training, which would lead to the attainment of EIP. The City Administrator shall be guided in this determination by the value to the City of the employee's knowledge and/or skill accumulation, and by the employee's expenditure of time and effort as compared to that put forth by an employee earning the same level of EIP by the accumulation of college-level units (at approximately 30 to 54 hours per college unit).

5.6.3. In no case shall the EIP rate of compensation exceed five percent (5%).

5.7 Eligibility; In order for employees to be eligible for EIP, ALL of the following conditions shall be met:

5.7.1. A regular employee shall become eligible once successfully completing 18 months of continuous service to the City except that this period of time may be waived at the discretion of the City Administrator.

5.7.2. The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veterans' benefit shall not be considered compensation.

5.7.3. Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.

5.7.4. The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

5.8 Time of payment: EIP shall be paid eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

5.9 All members shall maintain any license or certification required for his or her position by the Department of Transportation.

ARTICLE 6: CAL-PERS RETIREMENT PLAN

6.1 Tier I: Bargaining unit members hired on or before November 1, 2011

6.1.1. The "2% at 55" retirement formula shall be available to bargaining unit members hired on or before November 1, 2011.

6.1.2. Final Compensation Based on 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section mean the highest consecutive twelve (12) month period.

6.1.3. Required Member Contributions

Bargaining unit members covered by this section shall continue to pay, through payroll deduction, the 7.0% member contribution.

6.1.4. Pension Cost Sharing

Effective November 1, 2015, or when the PERS contract amendment is processed whichever is sooner, in addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying the 7.0% member contribution, as well as 1.5% of the employer contribution, bargaining unit members covered by this Section shall pay, thorough payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as

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authorized by Cal. Gov. Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

6.2 Tier II: Bargaining Unit Members Hired After November 1, 2011 and Prior to January 1, 2013, and Unit Members Qualified for Reciprocity (Classic Members).

6.2.1. This Section 6.2 (including subsections) shall apply to bargaining unit members hired on or after November 1, 2011 and prior to January 1, 2013. In addition, this Section 6.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Cal. Gov. Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

6.2.2. The “2% at 60” retirement formula shall be available to bargaining unit members covered by this Section.

6.3 Final Compensation Based on Three-Year Final Average

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section shall be determined by the average of the final three years of the member’s salary.

6.4 Required Member Contributions

Bargaining unit members covered by this section shall continue to pay, through payroll deduction, the 7.0% member contribution.

6.5 Pension Cost Sharing

Effective November 1, 2015, in addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City’s costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying the 7.0% member contribution, and 1.5% of the employer contribution, bargaining unit members covered by this Section shall pay, thorough payroll deduction, an additional 1.5% of PERSable compensation towards the City’s costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City’s amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not

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complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

6.6 Tier III: PEPRA Retirement Tier Required for Bargaining Unit Members Hired On or After January 1, 2013 (Non-Classic Members)

6.6.1. This Section shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (non-Classic Members) as stated in Cal. Gov. Code Section 7522.02(c).

6.6.2. 2% at 62 Formula

The "2% at 62" retirement formula will be available to bargaining unit members covered by this Section.

6.6.3. Final Compensation Based on Three-Year Final Average Salary

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section shall be determined by the average of the final three years of the member's salary.

6.7 Required Member Contributions

As required by Cal. Gov. Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section shall pay, through payroll deduction, fifty percent (50%) of normal costs.

6.8 Pension Cost Sharing

Effective November 11, 2015, in addition to paying 50% of normal costs as described above, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation toward the City's cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

Effective July 1, 2016, in addition to paying 50% of normal costs as described above, bargaining members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Cal Gov. Code Section 20516, for a total of 3.0% of PERSable compensation paid toward the City's costs.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon

approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, Unit member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section 6.3, the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 6.3.

6.9 As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section 6 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including but not limited to, Internal Revenue Code, 26 USC Section 414(h)(2).

6.10 The City shall provide bargaining unit members with those optional benefits which it has elected to provide to bargaining unit members in its contract with CalPERS and in accordance with the Public Employees Retirement Law.

ARTICLE 7: UNION SUPPLEMENTAL RETIREMENT PLAN:

7.1 **Tier 1:** Effective October 1, 2001, the City agreed to pay a monthly premium of \$1.08 per hour paid, excluding overtime, to the Laborer's International Union of North America, National (Industrial) Pension Fund on behalf of eligible, employees who are 1) represented by the Union and 2) are regularly scheduled to work 20 hours or more per week. For the Term of this agreement, the City will continue to pay the monthly premium (\$1.08/hour paid) for eligible UNION employees hired prior to December 7, 2005.

7.2 **Tier 2:** Eligible Union employees who are: 1) hired on or after December 7, 2005, 2) represented by the Union and 3) regularly scheduled to work 20 hours or more per week, shall have a premium of \$1.08 per hour deducted from their monthly compensation for payment on their behalf to the Union supplemental retirement plan. In accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code, the employee contribution shall be deducted on a pre-tax basis.

7.3 Both plans will be made current in accordance with plan requirements. The City's maximum contribution will be capped at \$1.27 upon the date of approval of the MOU by the City Council.

7.4 The City will move from the default plan to the Preferred Plan at no cost to the members. The City's maximum contribution will remain at \$1.27.

7.5 The parties agree to meet in January 2016 to discuss the status of and future options regarding the supplemental retirement plan.

ARTICLE 8: DEFERRED COMPENSATION

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

8.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. It shall be the responsibility of the employee to specify the plan and investment option.

ARTICLE 9: UNIFORM ALLOWANCE

9.1 The following specific classifications in the Union shall be entitled to a uniform allowance of \$22.00 per month

- Members of the Public Works Department:(Excluding the position of Administrative Coordinator)
- Members of the Forest and Beach Department,
- Building Maintenance Worker, Building Maintenance Supervisor, Building Maintenance Specialist

9.2 Nothing in this section shall prohibit these designated classifications from refusing to take the specified uniform allowance.

ARTICLE 10: HOLIDAYS

10.1 The following 12 holidays shall be observed:

1. New Years Day, January 1st
2. Third Monday of January (Martin Luther King Day)
3. Lincoln's Birthday, February
4. President's Day, Third Monday of February
5. Memorial Day, Last Monday of May
6. Independence Day, July 4th
7. Labor Day, First Monday of September
8. Veterans' Day, November 11th
9. Thanksgiving Day, Fourth Thursday in November
10. Friday immediately following the Thursday in November designated as Thanksgiving
11. Christmas Eve, December 24
12. Christmas Day, December 25

10.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the

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following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. If a holiday falls on a Sunday, it shall be observed on Monday.

ARTICLE 11: GENERAL LEAVE

11.1 Each member of the Union shall be entitled to one day (8 hours) of general leave during the period of the contract. The Department Manager shall approve use of general leave. General leave may not be accumulated from one year to the next.

ARTICLE 12: HOURS OF WORK

12.1 Workweek: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.

12.2 Workday: The normal workday shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by an unpaid lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:00 a.m. and 6:00 p.m. Input from employees at each work site is welcomed. An employee shall be given seven (7) calendar days notice before a change in the daily work schedule can be implemented.

12.3 Change in Hours of Work: Should, in the judgment of the City, it be necessary to establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the City shall meet and discuss the proposed change with the Union at least ten (10) days in advance, except in cases deemed to be an emergency by the City Administrator.

12.4 Alternative Work Schedules: During the term of this Agreement the parties may mutually agree to meet and confer regarding alternative work schedule. Notwithstanding subsections A and B above, the City and the Union may agree to establish alternative work schedules consisting of forty (40) hours in a work week or eighty (80) hours in a bi-weekly period. Alternative work schedules may be implemented on a Department-by-Department basis.

12.4.1. All full-time employees shall be scheduled to work Eighty (80) hours within a Nine (9) consecutive day period. The scheduled day off shall be either a Friday or Monday, providing that this work schedule for the library employees does not cause a reduction of hours the library is open to the public.

12.5 Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the City.

ARTICLE 13: VACATION ACCRUAL PLAN

13.1 The following vacation accrual schedule shall be in effect:

1-4 years of service:	80 hours per year
5-10 years of service:	120 hours per year

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11-15 years of service:	160 hours per year
15 years of service and over:	176 hours per year

13.2 Vacation accrual will be reflected in the City's books on a month-to-month basis in hours.

13.3 The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator.

ARTICLE 14: VACATION BUY BACK

14.1 The parties agree that eligible members of the UNION will have the option, subject to approval by the City administrator, to sell up to forty (40) hours of accumulated vacation per fiscal year to the CITY in exchange for compensation at the employee's current hourly rate in the fiscal year sold.

14.2 To qualify, an employee must have taken at least 40 hours of vacation in the 12 months prior to the request and have a least a one year accrual balance remaining on the books after the sale of vacation hours.

ARTICLE 15: BEREAVEMENT LEAVE

15.1 Each member of the Union shall be entitled to use twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family.

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

ARTICLE 16: SICK LEAVE

16.1 The City shall continue to grant each eligible employee of the Union eight (8) hours of sick leave per month. These days are to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code (Sections 2.52.660 – 2.52.685) of the City of Carmel-by-the-Sea.

16.2 Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour.

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For example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

A. Medical appointments of 59 minutes or less, with written physician verification, shall not be charged to an employee's sick leave account

B. Medical appointments of 59 minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15 minute segments.

C. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

16.3 Employees hired after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours. A maximum of six hundred (600) hours will be the total amount for which the City will reimburse the employee upon termination or resignation from employment. This provision does not apply to employees with less than five (5) years of continuous service, who **shall not** be entitled to any compensation under this section.

For employees with more than five (5) years of service:

A. **Resignation** from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, times the actual hourly rate at the time of resignation.

B. **Retirement** from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, times the actual hourly rate at the time of retirement.

Employees with less than five (5) years of service shall not be entitled to cash out any sick leave upon separation from service.

16.4 Employees employed by the City prior to 1 November 1984, will be entitled to accumulate an unlimited amount of sick leave hours. The formula for compensation upon severance of employment will be:

A. **Retirement** from CITY employment with proof of submission of application for retirement from CalPERS: 50% of the accrued sick leave hours times the current hourly rate.

B. **Resignation**: Twenty-five percent (25%) of the accrued sick leave hours times the current hourly rate.

16.5 An employee shall be permitted to use up to 48 hours of sick leave per year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

16.5.1. Employees who are victims of domestic violence, sexual assault or stalking shall be permitted to use up to 48 hours of sick leave per year to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; or to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

16.5.2. For purposes of this policy, "family member" shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

16.6 Pursuant to Government Code Section 20965 to the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 17: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

17.1 **General Requirements:** An employee shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. The appointing authority (City Administrator) shall determine individual determinations of catastrophic illness or major injury from an accident.

17.2 The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible.

17.3 Generally, the illness or accident recovery period must be longer than three weeks for the employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.

17.4 An employee desiring to contribute to the transfer of hours must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

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17.5 Employee Use of the Program - Employees **MUST**:

A. Notify their Department Manager requesting assistance in utilizing the program.

B. State the reason for the request and the approximate number of hours they believe will be, needed.

17.6 The Department Manager **WILL**:

A. File the employee's request with Human Resources.

17.7 Human Resources **WILL**:

A. Present the request to the City Administrator for authorization and determination of the validity of the request.

B. Disseminate notices to Municipal Departments stating that an employee is in need of sick leave hours and request interested employees to contact Human Resources.

C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.

D. Notify the Finance Specialist to make the transfer of sick leave hours when the transfer is approved.

17.8 The City Administrator **WILL**:

A. Review requests for participation in the program.

B. Authorize or deny the transfer of sick leave hours pursuant to the request.

ARTICLE 18: OVERTIME COMPENSATION AND/OR COMPENSATORY TIME

18.1 The City shall comply with the regulations established by the Fair Labor Standards Act (FLSA).

18.2 Overtime shall be compensated at time and one-half for all work performed over the normal forty (40) hour work period for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall be counted as time worked.

18.3 Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.

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18.4 Accrued compensatory time must be permitted to be used within a reasonable period” of time as long as it does not “unduly disrupt” the operations of the agency. (Per FLSA guidelines).

18.5 Compensatory time may be accrued up to the following limits with Department Manager approval:

- Non-Safety Employees (General): 75 hours (equals 50 straight-time hours)

18.6 In the event compensatory time is sold back to the City, it will be paid at the straight hourly rate since it was accumulated at the time and one-half rate.

ARTICLE 19: CALL-BACK/STAND-BY PAY

19.1 In situations where an employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime.

19.2 In accordance with department established procedures, employees who are assigned to stand-by will receive \$25.00 per weekday and \$75.00 per weekend day or official holiday. This provision will become effective upon the establishment of departmental procedures. The City will meet and confer with the union regarding the procedures.

ARTICLE 20: LONGEVITY/MERIT PROGRAM

20.1 The Union and the City agreed to discontinue the longevity/merit program (LMP) for all employees in the Union who are not eligible and receiving the benefit under the LMP, as of July 1, 2001.

20.2 For the Term of this Agreement, the Union and the City agree to continue the longevity/merit program (LMP) for employees who met the following qualifications:

A. Had completed ten (10) continuous years of service with the City of Carmel-by-the-Sea as of July 1, 2001; and

B. Receive a Satisfactory performance evaluation during the Fiscal Year, July 1 through June 30.

(1) Employees receiving more than one performance evaluation during the fiscal year shall have eligibility based on the first evaluation received in the fiscal year.

(2) Once completed performance evaluations are received in the Personnel Office, LMP eligibility will be checked. Employees meeting the program requirements shall receive the defined benefit.

20.3 Rate of Compensation: Employees **meeting the requirements** of the LMP program shall receive compensation for \$1,200 less mandated deductions.

20.4 For purposes of the LMP program the following performance evaluation rating definitions shall apply:

- Satisfactory:** This is the level of work expected of a fully competent employee. The employee is meeting the standards required for the position.
- Marginally Satisfactory:** The work performance is less than that expected of a fully competent employee.
- Unsatisfactory:** The work performance is inferior to the standards required for the position.

ARTICLE 21: INSURANCE PROGRAMS

21.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

21.2 For the purposes of this section the following definitions and groupings of coverage shall exist:

A. **Non-Elective (Core):** Mandatory coverage: (Employer Paid)

(1) Mandatory per month employer contribution required by CalPERS for each employee enrolled in the CalPERS medical protection program.

(2) Employee/dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.

(3) Collective employee/dependent vision premium established by City's broker of record, for the self-insured vision plan.

(4) Basic \$30,000 life insurance premium (available only to full-time and regular part time employees).

(5) Accidental Death and Dismemberment Policy (available only to full-time and regular part time employees).

B. **Elective (non-core) coverage** (Employee Paid): available for purchase with flexible spending monies available to eligible employee:

(1) Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.

(2) I.R.C. Section 125 - Flexible Spending Account

(3) I.R.C. Section 125 - Dependent Care

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C. Section 125 Plan: The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party administrator provides administration of the plan.

21.3 Effective July 1, 2010, the City's Maximum Medical Premium Contribution will be capped at 80% of the CalPERS CHOICE, SELECT, CARE, or EPO Medical Premium for eligible employees enrolled in the Public Employee and Hospital Care Act (PEHCA) Medical Plan.

21.4 The City agrees to maintain the contract for Group Long Term Disability Insurance (LTD). The cost of this insurance shall continue to be fully paid by participating employee & Participation in the plan is voluntary. Continuation of the coverage requires seventy-five percent (75%) participation by all eligible employees (benefited full-time and part-time).

21.5 Plan Contents and Monthly Rates:

A. Life Insurance and Accidental Death/Dismemberment Insurance (AD&D)
(Only available to full-time and benefited part-time employees)

Provider: Life Insurance - Standard Insurance Company

Rates:

(E)mployee Only: \$ 9.60 p/month

(E)mployee + Dependents: \$ 11.84 p/month

Provider: AD&D Insurance- Standard Insurance Company

Rates:

All employees: \$ 1.50 p/month

B. Vision Insurance:

Provider: Self-funded for Vision Insurance Coverage

Rates:

(E)mployee Only: \$ 6.10 p/month

(E)mployee + 1 dependent: \$ 11.86 p/month

(E)mployee + 2 or more: \$ 17.38 p/month

C. Dental Insurance:

Provider: Self-fond for Dental Insurance Coverage Rates:

(E)mployee Only: \$ 30.04 p/month

(E)mployee + 1 dependent: \$ 55.13 p/month

(E)mployee + 2 or more: \$103.89 p/month

D. Medical Insurance: CalPERS Plan (PEMHCA): subject to terms and conditions of the Public Employees' Medical and Hospital Care Act (PEMHCA).

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E. The City shall reimburse employees the following amounts for the following vision related services:

Benefit	City reimbursement
Exam	\$100
Single lenses	\$110
Bifocal lenses	\$140
Trifocal lenses	\$160
Lenticular	\$280
Contacts	\$100
Frames	\$200 (every other year)
Cataract surgery or 20/40 correction deficiency: hard	\$200
Cataract surgery or 20/40 correction deficiency: soft	\$250

21.6 Retirees and Other Qualified Employees

A. The City agrees to fund the minimum mandatory per month for medical coverage plus the administrative cost (based on total monthly premium) for currently enrolled retirees and eligible and enrolled un-benefited hourly employees, as required by CalPERS.

(1) The City agrees to provide additional minimum funding as needed for existing retirees, active or hourly employees who currently are not participating in the medical program, but who would be eligible under CalPERS guidelines.

21.7 Opting Out (Medical Program Only): Eligible employees may elect not to participate in the CalPERS medical plan. Anyone opting out shall only be eligible to take cash in the amount of \$291 per month, providing they meet the following conditions:

- A. They shall submit proof of medical coverage elsewhere.
- B. They shall sign a medical plan waiver.
- C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.

D. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.

21.8 The City and Association will review the dental and vision plans to identify the most affordable and viable plan without increasing the plan(s) premium.

ARTICLE 22: WORKERS' COMPENSATION: SALARY CONTINUATION NON-SAFETY EMPLOYEES

22.1 Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

22.2 If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

22.3 Benefits: During the six month or less period of disability, the employee who suffers such injury/ illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 23: OTHER BENEFITS

23.1 Jury Duty

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

23.2 Employee Payroll Deductions

A. Upon authorization from any employee the City shall make direct deposit(s) to the financial institution of the employee's choice, through the City's duly authorized financial institution. The employee's financial institution must have direct deposit capabilities.

B. Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

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C. Employee deductions for Union dues or service fees shall be made in accordance with the Agency Shop provisions in Section 23, below.

23.3 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees are incorporated herein to the MOU.

ARTICLE 24: AGENCY SHOP

24.1 Agency Shop Agreement: Effective October 1, 2001, the parties agree that all employees covered by this agreement shall either become or remain a member of the Union as a condition of employment for the term of this agreement. This Agency Shop provision is adopted pursuant to California Government Code 3500 ET seq.

24.2 Employee Payroll Deductions

A. The Union shall have the exclusive right to payroll deduction for its members in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee.

B. A continuation of Union payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

24.3 Fair Share Fee:

A. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing as long as the Union remains the exclusive representative for this bargaining unit, shall as a condition of employment, pay to the Union a fair share fee in an amount which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

24.4 Bona Fide Religious Exception

A. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

B. Proof of such payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the public employee organization.

24.5 Separation From Unit

A. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

24.6 Compliance

A. The Union shall provide an employee in or hired into a job classification represented by the Union with an Employee Authorization for Payroll Deduction. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this fair share fee provision and the Union dues, fair share fee, initiation fee or charitable contribution required are not received, the Union may, in writing, direct that the City withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's hi-monthly salary shall be reduced by an amount equal to the fair share fee and the City shall pay an equal amount to the Union.

24.7 Change In Dues

A. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change.

24.8 Forfeiture of Deductions

A. If the balance of an employee's wages, after all other involuntary payments, union dues, and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

24.9 Hold Harmless

A. The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee.

B. The Union shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken or not taken by the City under this Agreement. This includes not only the City's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The City shall notify the Union of such costs on a case-by-case basis.

ARTICLE 25: IMPASSE RESOLUTION

25.1 The parties agree to utilize the Meyers-Milias-Brown Act (MMBA) impasse resolution process and include the City's mediation component, as outlined in this section.

25.2 Impasse Defined

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

25.3 Mediation

A. The parties agree that prior to initiating the State's impasse procedure, the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee Union.

B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

ARTICLE 26: GRIEVANCE ARBITRATION

26.1 Process

A. Within ten (10) working days of the receipt of the City Administrator's final decision, the Union may request arbitration by filing a written request. The request for arbitration shall be in writing to the Department Head with a copy sent to the Human Resources Manager.

B. If either the City or the Union so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance shall be conducted until the issue of arbitrability has been decided.

C. The parties shall request a list of seven (7) arbitrators, within ten (10) working days after receipt of the employee's request for arbitration, from the California State Mediation and Conciliation Service.

D. The City and the Union shall share the fees and expenses of the arbitrator and the certified court reporter equally. The services of the certified court reporter are optional. Both parties must agree if a certified court reporter is to be employed and that the cost shall be equally shared. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. However, if either party declines the use of a court reporter, the party requesting the court reporter shall pay the entire cost of employing the court reporter.

E. The arbitrator's review is limited to the interpretation of this Memorandum of Understanding and/or the City's Personnel Rules and Regulations.

Memorandum of Understanding: General Employees Unit
July 1, 2014 through December 31, 2016

26.2 Decision:

- A. The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs.
- B. The decision of the arbitrator shall be advisory only.
- C. City Administrator reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Administrator regarding resolution of the grievance shall be final and binding upon both parties.

ARTICLE 27: MANAGEMENT RIGHTS

27.1 It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

27.2 It is agreed that during the term of this contract the City shall not be required to meet and confer on matters, which are solely a function of management, including the right to:

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- E. Establish employee performance standards and to require compliance therewith.
- F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.
- G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons,
- H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.
- I. Take all necessary actions to protect the public and carry out its mission in emergencies.

27.3 Decisions under this section shall not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

Memorandum of Understanding: General Employees Unit
July 1, 2014 through December 31, 2016

27.4 The City will meet and confer on the exercise of the foregoing Management Rights where such exercise falls within the scope of representation as defined by the MMBA.

ARTICLE 28: HARASSMENT POLICY

28.1 The City agrees to meet and consult with the Union before any changes to the City's harassment policy are presented to the City Council.

ARTICLE 29: SEPARABILITY

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

ARTICLE 30: EFFECT OF AGREEMENT

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

ARTICLE 31: SIGNATURES

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

Mike Calhoun, Interim City Administrator

Dated

31.2 For the Carmel-by-the-Sea General Employees Association:

Steve Allen, Chief Negotiator
United Public Employees of California—Local 792

Dated

11-20-15

Mangi Perotti
Unit Member/Negotiator
General

Dated

11/20/15

CITY COUNCIL
CITY OF CARMEL-BY-THE-SEA

RESOLUTION 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) FOR
REPRESENTED EMPLOYEES OF THE GENERAL EMPLOYEES UNION AND
MANAGEMENT EMPLOYEES UNION, LIUNA/UPEX, LOCAL 792, AFL-CIO

WHEREAS, the General Employees Union and the Management Employees Union are represented by the Laborers' International Union of North American, United Public Employees of California (LIUNA/UPEC, Local 792); and

WHEREAS, the City and LIUNA/UPEC, Local 792, have agreed to extend the current MOU through December 31, 2016; and

WHEREAS, funds are included in the fiscal year Budget;

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

1. Approve the extension agreement for the General Employees Union and the Management Employees Union as specified in Attachment 1 through December 31, 2016.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 30th day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

ATTEST:

SIGNED:

Ashlee Wright, City Clerk

JASON BURNETT, MAYOR



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1059
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
FROM: Sharon Friedrichsen, Director of Budget and Contracts
SUBJECT: Authorization of Amendments to Professional Services Agreements for Planning Services for Rio Park and the Housing Element, Janitorial Services and IT Support for an Amount Not to Exceed \$79,904 for All Amendments

AMOUNT OF EXPENDITURE	\$ 79,904
AMOUNT BUDGETED	\$ 159,017
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

1. Authorize the City Administrator to execute Amendment No. 2 to Professional Services Agreement PBD-PSA-PMC-009-15-16 with Michael Baker International for Environmental Analysis for the Rio Park Pedestrian/Bicyclist Trail Project for a cost of \$2,500.
2. Authorize the City Administrator to execute Amendment No. 1 to Professional Services Agreement PWD-PSA-PROSE-053-15-16 with ProServ Facility Services for janitorial service for \$30,654.
3. Authorize the City Administrator to execute Amendment No. 1 to Professional Services Agreement PBD-PSA-1JOHNHD-08-15-16 with J.H. Douglas and Associates for planning services for the Housing Element for \$1,750.
4. Authorize the City Administrator to execute Amendment No. 6 to Professional Services Agreement ASD-PSA-MAR-003-13/14 with MarTech, Inc. for IT support for \$45,000.

SUMMARY

On 7 April 2015 Council approved a contract with Pacific Municipal Corporation (currently Michael Baker international) to complete the environmental analysis for the Rio Park Pedestrian/Bicyclist Trail Project for a not to exceed cost of \$30,230. However, additional work to examine the alignment of the parking lot and trail that were not part of the original scope required additional time and expense by the firm's biologist and cultural resource staff resulting in a project increase of \$2,500. It is therefore recommended that the existing agreement be modified to increase the total not to exceed amount of the agreement to \$32,730. Additional information regarding the environmental analysis and project update is available in agenda item AB 1068. The additional cost of the amendment, if authorized by Council, will be charged to the capital project and there are sufficient funds within the Rio Park deposit account to cover this expense.

In June 2015, the Public Works Department terminated the current contract for janitorial service unexpectedly due to performance-related issues by the vendor. As a business necessity, the department sought immediate services with a new provider, ProServ Facility Services, for temporary services. Council approved the agreement for said services on 29 June 2015. During the last few months, the Department has undertaken a competitive negotiation process to select a vendor to provide long-term janitorial service for the City's facilities (city hall, libraries, police, public works and six public restrooms). The Department will be bringing forth a recommendation to Council in January. In the meantime, the proposed amendment is for an amount of \$30,654 to cover services from June 2015-February 29, 2016. The cost of the contract will be charged to the department's contractual services account, which will cover the cost of the amendment.

The City Administrator executed an agreement with J.H. Douglas and Associates for planning services pertaining to the 2015-2023 Housing Element on 23 June 2015. The not to exceed amount of the agreement is \$23,825 and includes the consultant's attendance at three meetings (a public meeting, the Planning Commission and the City Council). However, City staff requested the consultant to attend an additional public meeting, costing an additional \$1,750. With the increased cost of this service, the amount of the contract exceeds \$24,999 and thus requires Council approval to process an amendment. The Community Building and Planning Department will absorb the additional cost through its professional services budget.

Council approved an amendment with MarTech in August to provide IT support and assistance as the IT Manager came on board. While the use of MarTech for IT support provided to staff has decreased, the vendor augments City staffing by recording various Commissions and Council meetings. In addition, MarTech has provided support in the recent months to help set up the Emergency Operations Center. As the current contract expires in December, it is recommended that the contract be extended through the end of the fiscal year and be increased by \$45,000 to ensure coverage of recording services and supplemental IT support. Administration has budgeted \$25,000 for this service and will adjust spending within other line items to fund the difference for this service.

PRIOR CITY COUNCIL ACTION

Council approved the agreement with Michael Baker on 7 April 2015 (Resolution 2015-028). The first amendment to this agreement was administrative as it pertained to a name change. Council approved the agreement with ProServ on 29 June 2015 (Resolution 2015-046). The recent amendment with MarTech was approved on 4 August 2015 (Resolution 2015-060).

ATTACHMENTS

1. Resolution Authorizing the City Administrator to Execute Amendment No. 2 to Professional Services Agreement PSA-PMC-009-15-16 with Michael Baker Inc. Environmental Analysis for the Rio Park Pedestrian/Bicyclist Trail Project for a cost of \$2,500
2. Resolution Authorizing the City Administrator to execute Amendment No. 1 to Professional Services Agreement PWD-PSA-PROSE-053-15-16 with ProServ Facility Services for janitorial service for \$30,654
3. Resolution Authorizing the City Administrator to execute Amendment No. 1 to Professional Services Agreement PBD-PSA-1JOHNHD-08-15-16 with J.H. Douglas and Associates for planning services for the Housing Element for \$1,750
4. Authorize the City Administrator to execute Amendment No. 6 to Professional Services Agreement ASD-PSA-MAR-003-13/14 with MarTech, Inc. for IT support for \$45,000.

APPROVED:



Michael Calhoun, Interim City Administrator

Date:



RESOLUTION 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT PBD-PSA-PMC-009-15-16 WITH MICHAEL BAKER
INTERNATIONAL FOR ENVIRONMENTAL ANALYSIS FOR THE RIO PARK
PEDESTRIAN/BICYCLIST TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$2,500**

WHEREAS, the City has contracted with a firm to complete the environmental analysis required for the Rio Park Pedestrian/Bicycle Trail Project; and

WHEREAS, the contract with Pacific Municipal Consultants was originally entered into on April 7, 2015 for a not to exceed amount of \$30,230 via Resolution 2015-038; and

WHEREAS, Pacific Municipal Corporation has been acquired and the name of the company changed to Michael Baker International as part of Amendment No. 1; and

WHEREAS, additional services were required to complete the project and the increased cost exceeds the amount of the agreement

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

Authorize the City Administrator to Amend the Professional Services Agreement with Michael Baker International for an increase of \$2,500 as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 30th day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright, City Clerk

Exhibit A

**Amendment No. 2 to Contract AGREEMENT
PBD-PSA-PMC-009-15-16**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Michael Baker International**, parties to agreement **PBD-PSA-PMC-009-15-16** (the "Agreement") dated April 7, 2015 and Amendment No. 1 executed September 10, 2015.

2. The Agreement is amended as follows:

a. The **Compensation** of the Agreement is modified as follows:

The contract is amendment to increase by \$2,500. The total amount of the contract shall not exceed \$32,730.

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

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Michael Calhoun, Interim CITY Administrator

ATTEST:

By: _____ Date: _____
Ashlee Wright, CITY Clerk

RESOLUTION 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT PWD-PSA-PROSE-053-15-16 WITH PROSERV
FACILITY SERVICES FOR CIYTWIDE JANITORIAL SERVICES FOR AN AMOUNT NOT TO
EXCEED \$30,654**

WHEREAS, the City is responsible for the cleaning and maintenance of various City facilities and public restrooms; and,

Whereas, due to performance-related issues, the City terminated it existing contract for janitorial services and needed to secure new services immediately as allowed under Municipal Code 3.12.140H; and,

WHEREAS, the City Council approved a six month contract with ProServ Facility Services for an amount not to exceed \$79,962 by adopting Resolution 2015-046 to provide janitorial services while the City conducting a competitive negotiation process for permanent janitorial services; and

WHEREAS, the City wishes to extend the agreement to cover services through February 29, 2016 to allow for a transition to a new vendor and increase the contract amount by \$30,654.

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 ProServ Facility Services for a term of June 15, 2015 to February 29, 2016 for a total contract amount not to exceed \$110,616 as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 30th day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright, City Clerk

Exhibit A

Amendment No. 1 to Contract AGREEMENT
PWD-PSA-PROSE-053-15-16

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **ProServ Facility Services**, parties to agreement **PWD-PSA-PROSE-053-15-16** (the "Agreement") executed on 14 July 2015.

2. The Agreement is amended as follows:

a. The **Term** of the Agreement is modified as follows:

The term of the Agreement is June 15, 2015 through February 29, 2016, unless services are no longer needed prior to February 29, 2016.

b. **Compensation** of the Agreement is modified as follows:

The contract is amendment to increase by \$30,654. The total amount of the contract for the period of June 15, 2015 to February 29, 2016 shall not exceed \$110,616.

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

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Michael Calhoun, Interim CITY Administrator

Date: _____

ATTEST:

By: _____
Ashlee Wright, CITY Clerk

Date: _____

RESOLUTION 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT PBD-PSA-JOHNHD-08-15 -16 WITH J.H. DOUGLAS
AND ASSOCIATES FOR PLANNING SERVICES FOR THE 2012-2023 HOUSING ELEMENT FOR
AN AMOUNT NOT TO EXCEED \$1,750**

WHEREAS, the City has contracted with J.H. Douglas and Associates to provide planning services related to the 2015-2023 Housing Element; and

WHEREAS, the contract with P.J.H. Douglas and Associates was originally entered into on June 23, 2015 for a not to exceed amount of \$23,825; and

WHEREAS, an additional workshop was held by the City, and the consultant's services were requested, which were not included within the consultant's proposal and

WHEREAS, agreements with a dollar value of \$25,000 or more require City Council authorization and the cost of the additional work will cause the contract total amount to be \$25,575.

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

Authorize the City Administrator to Amend the Professional Services Agreement with J.H. Douglas and Associates for an increase of \$1,750 for a total contract amount of \$25,575 as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 30th day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright, City Clerk

Exhibit A
Amendment No. 1
AGREEMENT PBD-PSA-JOHNHD-08-15-16
Housing Element

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **J.H. Douglas and Associates**, parties to agreement **PBD-PSA-JOHNHD-08-15 -16** (the "Agreement") executed June 23, 2015 for planning services for the 2015-2023 Housing Element.

2. The Agreement is amended as follows:

a. The **Compensation** of the Agreement is modified as follows:

The contract is amendment to increase by \$1,750. The total amount of the contract shall not exceed \$25,575.00.

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

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Michael Calhoun,
Interim CITY Administrator

Date: _____

ATTEST:

By: _____
Ashlee Wright, CITY Clerk

Date: _____

RESOLUTION 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT ASD-PSA-MAR-003-13/14 WITH MARTECH INC FOR
INFORMATION TECHNOLOGY SERVICES FOR AN AMOUNT NOT TO EXCEED \$45,000**

WHEREAS, MarTech, Inc. currently provides information technology support services to the City, including recording Commissions and Council meetings; and

WHEREAS, the City is in need of ongoing support from MarTech for IT services, including assistance with the Emergency Operations Center and recording meetings;

WHEREAS, the contract with MarTech was originally entered into in fiscal year 2012-13 and has been amended by Resolution 2013-17, Resolution 2015-06, Resolution 2015-024, Resolution 2015-043 and Resolution 2015-060 to extend the term of the contract and dollar amount; and,

WHEREAS, the City wishes to continue IT services through the end of the fiscal year.

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

Authorize the City Administrator to Amend the Professional Services Consulting Agreement with MarTech Inc. by \$45,000 for a Contract Term Ending on June 30, 2016 as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 30th day of November 2015 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright
City Clerk

Exhibit A

**Amendment No. 6 to Contract
ASD-PSA-MAR-003-13/14**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **MarTech, Inc.** parties to agreement **ASD-PSA-MAR-003- 13/14** (the "Agreement") dated 12 June 2013 and modified by Amendments Number 1, 2, 3, 4 and 5.

2. The Agreement is amended as follows:

a. The **Term** of the Agreement is modified as follows:

The term of the Agreement shall terminate on June 30, 2016, unless services shall not be needed prior to this date.

b. The **Compensation** of the Agreement is modified as follows:

The Agreement is amendment to increase by \$45,000 for costs of services rendered through June 30, 2016, unless services are no longer needed prior to June 30, 2016.

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

CONSULTANT:

By: _____
Jeff Marshall

Date: _____

CITY:

By: _____
Michael Calhoun, Interim CITY Administrator

Date: _____

ATTEST:

By: _____
Ashlee Wright, City Clerk

Date: _____



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1060
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Ashlee Wright, City Clerk

SUBJECT: Authorization of the Interim City Administrator to sign an addendum to the Monterey Regional Taxi Authority (RTA) Joint Powers Agreement Amended to include the City of Marina as a party to the agreement and receive update on Ordinance 2016-01 of the Monterey Regional Taxi Authority to require credit card reading and processing machines in taxicabs.

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Authorize the Interim City Administrator to sign an addendum to the Monterey Regional Taxi Authority (RTA) Joint Powers Agreement Amended to include the City of Marina as a party to the agreement and receive an update on Ordinance 2016-01 of the Monterey Regional Taxi Authority to require credit card reading and processing machines in taxicabs.

SUMMARY

ADDENDUM TO MONTEREY REGIONAL RTA JOINT POWERS AGREEMENT - MARINA

When the RTA was originally formed in 2010, the Marina City Council chose not to join the Joint Powers Agency, leaving it the only jurisdiction along the Monterey Coast not in the RTA, which has proven confusing for taxi customers and drivers alike. In particular confusion among taxi customers, including disabled individuals attempting to use MST's taxi vouchers in its leased wheelchair accessible taxicabs, as has been reported at the CSUMB campus, which is divided between the city limits of Marina, Seaside, and unincorporated areas of Monterey County.

Marina has since adopted a resolution in support of becoming a member of RTA and the required ordinances for standardization of administration and enforcement of taxi regulations in the city. Each City is assessed fees individually thus the addition of Marina to the Regional Taxi Authority will not result in either an increase or decrease of fees paid by the City of Carmel.

ORDINANCE TO REQUIRE CREDIT CARDS AND PROCESSING MACHINES IN TAXICABS

In furtherance of taxicabs' provision of services to residents and visitors to Monterey County the RTA Board of Directors passed Ordinance 2016-01 on October 26, 2015, effective January 1, 2016 which will require credit card reading and processing machines in taxicabs. Drivers will be required to provide credit card swiping, reading and verification of card, authorization of payment, and written or electronically transmitted customer receipts, service for which drivers are prohibited from charging any additional fees. Credit card and personal information will be handled in accordance with current laws and standards.

PRIOR CITY COUNCIL ACTION

N/A

ATTACHMENTS

1. Addendum to the Monterey Regional Taxi Authority Agreement
2. Monterey RTA Ordinance 2016-01

APPROVED:  _____ Mike Calhoun, Interim City Administrator	Date: <u>11/20/2015</u>
---	--------------------------------

**ADDENDUM 2
TO THE
MONTEREY COUNTY REGIONAL TAXI AUTHORITY
JOINT POWERS AGREEMENT**

This Addendum 2 to the Monterey County Regional Taxi Authority Joint Powers Agreement is entered into among the participants who have executed the Monterey County Regional Taxi Authority Joint Powers Agreement (the "JPA Agreement") with reference to the following facts and objectives:

A. When the RTA was originally formed in 2010, the Marina city council chose not to join the Joint Powers Agency.

B. As Marina is the only jurisdiction along the Monterey coast not in the RTA, administration and operation of taxi services in the community have been outside the purview of the RTA, which has created an uneven patchwork of regulations and operational standards often confusing to taxi customers and drivers alike.

C. In particular, confusion among taxi customers, including disabled individuals attempting to use MST's taxi vouchers in its leased wheelchair accessible taxicabs, has been reported at the CSUMB campus, which is divided between the city limits of Marina, Seaside and the unincorporated areas of the County.

D. To prepare itself to join the RTA, the Marina city council has officially adopted a resolution in support of becoming a member and has also adopted the ordinance required of RTA member jurisdictions to enable standardized administration and enforcement of taxi regulations in the city.

NOW, THEREFORE, the parties agree as follows:

1. The Monterey County Regional Taxi Authority JPA Agreement is hereby amended to include the city of Marina as a party to the agreement.
2. The city of Marina must abide by all rules, regulations and responsibilities designated by the JPA Agreement.
3. The city of Marina will be assessed \$1,875 in initial start-up fees plus an additional \$8,723 in supplemental start-up fees assessed to medium-sized RTA jurisdictions to cover additional start-up costs incurred by the RTA before permit revenue began to be generated to cover expenses of the agency.

Counterpart Signatures

This Addendum 2 may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

Dated: _____, 2015

[City of Carmel-by-the-Sea]

By: _____

Its: _____

ORDINANCE NO. 2016 - 01**AN ORDINANCE OF THE MONTEREY COUNTY REGIONAL TAXI
AUTHORITY TO REQUIRE CREDIT CARD READING AND PROCESSING
MACHINES IN TAXICABS****FINDINGS**

1. The Monterey County Regional Taxi Authority (RTA) was created pursuant to a Joint Powers Agreement to assume the responsibility of each member jurisdiction for taxi permitting and regulation;
2. The Joint Powers Agreement calls for the RTA to develop policies, rules and regulations regarding the safe operation of taxicabs and provision of services to the public;
3. At the January 13, 2015 RTA Technical Advisory Committee meeting the committee recommended the RTA board amend the RTA Regulations to require taxicab operators to accept credit card transactions starting January 1, 2016;
4. In furtherance of taxicabs' provision of services to residents and visitors to Monterey County, the RTA now wishes to require taxicab operators accept credit card transaction effective January 1, 2016; and
5. The action proposed by this Ordinance does not constitute a "Project" as that term is defined under California Environmental Quality Act (CEQA), CEQA Guideline section 15378.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
DIRECTORS OF THE MONTEREY COUNTY REGIONAL TAXI AUTHORITY:**

SECTION 1: INCORPORATION. The foregoing Findings are adopted as findings of the Board of Directors of the Monterey County Regional Taxi Authority as though set forth in full.

SECTION 2: CREATION OF SECTION 7.5. A new Section 7.5 is added to the RTA Taxi Administration Program Regulations:

7.5 Credit/ Debit Card Payments.

- (a) All Taxicab Dispatching Companies and all Taxicab Drivers shall provide electronic processing of credit cards as a method of payment to customers. Accepted credit cards must, at minimum, include the acceptance of MasterCard, Visa, Discover and American Express.
- (b) All drivers must be capable of providing credit card swiping, reading and verification of card, authorization of payment, and written or electronically transmitted customer receipt upon being swiped.

(c) A customer's personal and credit card information may only be used, processed, disseminated, and retained in accordance with current laws and standards. Violation of this subdivision shall be punishable by penalties established from time to time by the RTA.

(d) It shall be prohibited for a driver to charge any additional fee (mark-up) to any passenger for credit/debit card transactions.

SECTION 3: SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4: CODIFICATION. Upon adoption of this ordinance the RTA Clerk is hereby authorized and directed to codify this ordinance in the RTA Taxi Administration Program Regulations.

SECTION 5: EFFECTIVE DATE. This ordinance shall become effective thirty (30) days after its final passage and adoption.

PASSED AND ADOPTED BY THE MONTEREY COUNTY REGIONAL TAXI AUTHORITY BOARD OF DIRECTORS THIS 26th day of October, 2015, by the following vote:

AYES: Directors: Armenta, Barrera, Clark, Downey, Leffel, Miller, O'Connell, Pendergrass, Thisis

NOES:

ABSENT: Director Pacheco

APPROVED:

Mary Ann Leffel, Chairperson

ATTEST:

Deanna Smith, Deputy Secretary

APPROVED AS TO FORM:

DAVID C. LAREDO, RTA Counsel



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1061
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
FROM: Ashlee Wright, City Clerk
SUBJECT: Consideration of a Resolution Authorizing the Mayor to Execute an Employment Agreement between the City of Carmel-by-the-Sea and Mike Calhoun, Public Safety Director, Chief of Police, and Interim City Administrator.

RECOMMENDATION

Adopt a Resolution authorizing the Mayor to execute an employment agreement between the City of Carmel-by-the-Sea and Mike Calhoun, Public Safety Director, Chief of Police, and Interim City Administrator.

SUMMARY

On October 31, 2015 City Administrator Doug Schmitz submitted his immediate resignation to the City Council. Subsequently at a Special Meeting Closed Session, held on November 2, 2015 the City Council appointed Public Safety Director and Chief of Police, Mike Calhoun, Interim City Administrator, in addition to retaining the titles and responsibilities of Public Safety Director and Chief of Police.

Mayor Burnett in consultation with City Attorney, Don Freeman worked with Interim City Administrator Mike Calhoun regarding the terms of the contract. The final contract (Exhibit "A") is attached for Council approval.

PRIOR CITY COUNCIL ACTION

On November 2, 2015 Council appointed Public Safety Director and Police Chief, Mike Calhoun, Interim City Administrator.

ATTACHMENTS

- 1. Resolution.
- 2. Exhibit "A"

APPROVED:

Ashlee Wright, City Clerk
Date: 11/23/2015

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

RESOLUTION 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF CARMEL-BY-THE-SEA AND MIKE CALHOUN, PUBLIC
SAFETY DIRECTOR, POLICE CHIEF, AND INTERIM CITY ADMINISTRATOR**

WHEREAS, City Administrator Doug Schmitz resigned effective October 31, 2015; and

WHEREAS, the City Council held a Special Council Meeting and Closed Session on November 2, 2015; and

WHEREAS, at said meeting City Council unanimously appointed Mike Calhoun Interim City Administrator to retain the titles and responsibilities of Public Safety Director and Chief of Police and;

WHEREAS, the City Council wishes to set forth the terms and conditions of employment in a written agreement with Mike Calhoun.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL BY THE SEA does hereby:

Approve the employment agreement entitled "City Administrator Employment Agreement", Exhibit "A" and direct the Mayor to sign the agreement for and on behalf of the City of Carmel-by-the-Sea.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30st day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright
City Clerk

EMPLOYMENT AGREEMENT
City of Carmel-by-the-Sea
PUBLIC SAFETY DIRECTOR/INTERIM CITY ADMINISTRATOR

THIS AGREEMENT is between the CITY OF CARMEL-BY-THE-SEA ("CITY"), and MIKE CALHOUN ("EMPLOYEE") and is dated this 2nd day of November, 2015.

1. The CITY desires to employ MIKE CALHOUN as Public Safety Director and the Interim City Administrator for the City of Carmel-by-the-Sea.
2. MIKE CALHOUN desires to continue serving in the capacity of PUBLIC SAFETY DIRECTOR and the INTERIM CITY ADMINISTRATOR.
3. The CITY COUNCIL, as appointing power, and MIKE CALHOUN desire to agree in writing to the following terms and conditions for employment of PUBLIC SAFETY DIRECTOR/INTERIM CITY ADMINISTRATOR.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. DUTIES

- A. CITY agrees to employ MIKE CALHOUN as Public Safety Director/Interim City Administrator of the City of Carmel-by-the-Sea to perform the functions and duties specified in the ordinances and resolutions of the City and to perform other legally permissible and proper duties and functions as the CITY COUNCIL may from time to time assign.
- B. EMPLOYEE shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all rules and regulations established by the City.
- C. EMPLOYEE shall not engage in any activity, which is or may become a conflict of interest, prohibited by this contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, EMPLOYEE shall complete and file all disclosure forms required by law.

2. TERM

- A. The term of this Agreement shall be in effect from November 1, 2015 until no longer required, wherein employee reverts back to the position of Public Safety

Director, or until terminated by the event of the death or permanent disability of EMPLOYEE.

- B. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the term of this agreement. However, EMPLOYEE may engage in occasional teaching, writing, or consulting performed on EMPLOYEE'S time off so long as such activities do not either interfere with EMPLOYEE'S performance of his duties hereunder, nor conflict with EMPLOYEE'S obligation to the CITY. EMPLOYEE agrees that such activities are to be subject to prior approval of the CITY COUNCIL.

3. HOURS OF WORK

- A. It is recognized that EMPLOYEE must devote a great deal of time outside normal business hours to the business of the CITY, and to that end EMPLOYEE will be allowed to take reasonable leave time off as he/she shall deem appropriate during normal business hours. However, it is the intent of the Director of Public Safety that EMPLOYEE maintain, whenever possible, normal CITY business hours.

4. RESIGNATION AND TERMINATION

- A. EMPLOYEE may resign at any time upon providing CITY COUNCIL with at least thirty (30) days advance written notice of the effective date of resignation.
- B. CITY COUNCIL may at any time terminate EMPLOYEE upon thirty (30) days advance written notice.
- C. The parties recognize and affirm that:
 - 1) EMPLOYEE is an "at will" employee whose employment may be terminated by the CITY COUNCIL without cause or right of appeal; and
 - 2) There is no express or implied promise made to EMPLOYEE for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between EMPLOYEE and the CITY.

5. SEVERANCE PAY

- A. Except as provided in paragraph 5.B. of this Agreement, if EMPLOYEE is terminated by the CITY COUNCIL while still willing and able to perform the duties of Public Safety Director, CITY agrees to pay EMPLOYEE a cash payment equal to (4) months of the then current, aggregate salary. Said cash payments may be paid, at the option of the EMPLOYEE in: 1) lump sum upon date of termination; 2) lump sum on

January 1 of the calendar year following termination; or 3) four equal monthly installments. Such payment shall release the CITY from any further obligations under this Agreement.

- B. In the event EMPLOYEE is terminated because of his conviction of any felony, or any crime involving moral turpitude, or any offense involving a violation of his official duties or if the CITY COUNCIL determines that the EMPLOYEE has: 1) misappropriated public funds; 2) commingled public funds with his/her personal funds; 3) engaged in willful corrupt conduct in office; or 4) conducted himself in a manner to be determined as conduct that constitutes misconduct according to the CITY'S personnel rules, the CITY shall have no obligation to continue employment of EMPLOYEE or to pay severance as set forth in paragraph 5.A. of this Agreement.

6. SALARY

- A. The CITY agrees to pay EMPLOYEE MIKE CALHOUN, \$175,000.00 in salary per annum for his/her services, payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.
- B. Thereafter and subject to an evaluation of performance on the anniversary date hereof, the CITY COUNCIL may increase EMPLOYEE'S compensation without the need to amend this Agreement.

7. RETIREMENT

- A. Employee will pay up to the maximum member (employee) contribution for retirement.
- B. Employee will pay 3% of the employer contribution for retirement.

8. AUTOMOBILE

- A. The CITY shall provide EMPLOYEE with a CITY take-home vehicle given the potential for twenty-four hour emergency response.

9. SUPPLEMENTAL BENEFITS

- A. The CITY shall provide EMPLOYEE with the same type and extent of benefits as provided to the CITY'S other management employees as such benefits may be amended from time to time except for the following:

1. The CITY shall contribute 85% of the premium on behalf of the EMPLOYEE and his/her qualified dependents for medical insurance available through the CalPERS PORAC program for the term of this Agreement unless otherwise amended by the CITY COUNCIL and EMPLOYEE.
 2. The CITY shall provide dental and vision coverage through the CITY'S current self-funded programs, until and unless otherwise amended between the CITY COUNCIL and EMPLOYEE.
- B. With the above exceptions all other actions taken by the CITY COUNCIL relating to benefits for executive management employees shall be considered actions granting the same benefits to EMPLOYEE. As used herein benefits include but are not limited to paid holidays and administrative leave, retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.
- C. EMPLOYEE shall be entitled to accrue vacation at a rate of 176 hours per fiscal year.
- D. EMPLOYEE shall accrue eight (8) hours per month of sick leave, subject to the Carmel-by-the-Sea Municipal Code Sections 2.52.660 through 2.52.685.
- E. EMPLOYEE shall be entitled to eighty (80) hours of annual Management Leave per fiscal year. This leave must be taken during the fiscal year in which it is earned. There will be no ability to carry over this leave from one fiscal year to the next and there shall be no cash pay off for any such unused leave.
- F. CITY shall make a monthly contribution to a 457 Deferred Compensation Account on behalf of the EMPLOYEE in the amount of five hundred dollars (\$500.00) per month.
- G. EMPLOYEE is entitled to \$1,000 per year tuition reimbursement upon the prior approval of the City Council in pursuit of a Masters degree. EMPLOYEE must submit a receipt of the tuition payment and achieve a passing grade of C or better to receive the tuition reimbursement.
- H. EMPLOYEE shall be entitled to one City paid physical examination per fiscal year. The City shall pay up to two-hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.
- I. EMPLOYEE shall receive a uniform replacement and cleaning allowance of \$1,200.00 a year.

9. PERFORMANCE EVALUATION

- A. CITY COUNCIL, or his designee, shall evaluate EMPLOYEE'S performance at least annually. As part of such annual performance evaluation the CITY COUNCIL, or his designee, and EMPLOYEE shall set goals and objectives for the ensuing year.

10. BUSINESS EXPENSES

- A. CITY COUNCIL agrees to pay for reasonable CITY-related business expenses incurred by EMPLOYEE in accordance with CITY policy. CITY will provide to employee (technology such as laptop, tablet and cell phone) or other such technology the EMPLOYEE may specify. These items are the property of the City.
- B. The CITY shall provide the EMPLOYEE a cell phone for City business use. Should the cell phone be used for anything other than City business the EMPLOYEE shall be responsible for reimbursement to the City.

11. DUES, SUBSCRIPTIONS, MEMBERSHIPS

- A. CITY shall pay such professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations desirable for continued professional growth, advancement and benefit to CITY.

12. NOTICES

- A. Any notices required by this Agreement shall be in writing and either given in person or by first-class mail with the postage prepaid and addressed as follows:

TO CITY: Mayor & Members of the City Council
City of Carmel-by-the-Sea City Hall
P.O. Drawer CC
Carmel-by-the-Sea, CA 93921

TO EMPLOYEE: Mike Calhoun
3054 Bostick Ave
Marina, CA 93933

13. DISPUTE RESOLUTION

- A. Should either party to this Agreement bring legal action against the other (formal judicial proceedings, mediation or arbitration) the case shall be handled in Monterey County, California, and 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.

14. ARM'S LENGTH NEGOTIATIONS

- A. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code §1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties in this Agreement.

15. DUTY TO DEFEND

- A. Upon request of EMPLOYEE, and subject to the provisions of California Government Code Sections 995.2 and 995.4, CITY shall defend EMPLOYEE in any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee with CITY except for civil, criminal or administrative action initiated by EMPLOYEE.

16. ENTIRE AGREEMENT

- A. This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein this Agreement cannot be modified except by written mutual agreement signed by the parties.

17. ASSIGNMENT

- A. This Agreement is not assignable by either the CITY or the EMPLOYEE.

18. SEVERABILITY

- A. In the event that any provision of this Agreement is held or determined to be illegal or void by reason of final, non-appealable judgment, order or decision of a court having jurisdiction over parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

19. COUNTERPARTS

- A. This Agreement shall be executed simultaneously in two counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement is signed and executed and duly held attested by the City Clerk, the MAYOR, and EMPLOYEE.

ATTEST:

CITY OF CARMEL-BY-THE-SEA

CITY OF CARMEL-BY-THE-SEA

CITY CLERK

MAYOR

EMPLOYEE



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1062
November 30, 2015
Consent Calendar

TO:	Honorable Mayor and Members of the City Council Mike Calhoun, Interim City Administrator
FROM:	Ashlee Wright, City Clerk
SUBJECT:	Authorization of the City Administrator to transfer funds realized from salaries and benefits savings due to Community Planning and Building Department vacancies to fund the permanent full-time position of Building Inspector.

AMOUNT OF EXPENDITURE	\$ 55,278
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 55, 278

RECOMMENDATION

Authorize the City Administrator to transfer funds realized from salaries and benefits savings due to Community Planning and Building Department vacancies to fund the permanent full-time position of Building Inspector.

SUMMARY

The Council adopted a job description and salary range for the position of Building Inspector in April of 1995. The responsibilities and duties of the Building Inspector for the Community Planning and Building Department are currently being filled by contract staff and funding was included in the FY 2015-2016 Professional Services budget for a part-time contract Building Inspector.

To continue the City's current efforts to limit contract spending and fill permanent positions, a recruitment for Building Inspector has been held. Staff recommends that salaries and benefits savings from the vacancies of the Community Planning and Building Director and Senior Planner positions be used to fund the full-time permanent Building Inspector position for the remaining part of FY 2015-2016. Currently, there is \$171,240 in salaries and benefits savings.

PRIOR CITY COUNCIL ACTION

The Building Inspector job description and salary range were adopted by the City in April of 1995. Funding for contract Building Inspector position was allocated in the FY 2015-16 budget.

ATTACHMENTS

1. Resolution.

APPROVED:  _____ Mike Calhoun, Interim City Administrator	Date: <u>11/23/2015</u>
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**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO TRANSFER FUNDS REALIZED
FROM SALARY SAVINGS DUE TO COMMUNITY PLANNING AND BUILDING
DEPARTMENT VACANCIES TO FUND THE PERMANENT FULL-TIME POSITION OF
BUILDING INSPECTOR**

WHEREAS, the Building Inspector job description and salary range were adopted in April 1995; and

WHEREAS, the Community Planning and Building Department is currently utilizing contract staff to fulfill the responsibilities and duties of Building Inspector; and

WHEREAS, salary savings have been realized with the vacancy of the Community Planning and Building Director and Senior Planner positions; and

WHEREAS, the City is currently working to limit contract spending and to fill permanent positions.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL BY THE SEA does hereby:

Authorize the City Administrator to transfer funds as follows:

1. Transfer funds within Account 69010 SALARIES.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30st day of November 2015 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, MAYOR

Ashlee Wright, City Clerk



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1063
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Ashlee Wright, City Clerk

SUBJECT: Consideration of a Resolution of the City Council of the City of Carmel-by-the-Sea approving the regular meeting dates of the City Council for the calendar year 2016.

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Adopt a Resolution approving the regular meeting dates of the City Council for the calendar year 2016.

SUMMARY

The provisions of the Municipal Code establish under section 2.04.010 and 2.04.020 that the City Council shall place on its agenda for the regular meeting its calendar for the following year and that the Mayor and Mayor Pro Tem will meet prior to the December meeting to develop the calendar for presentation to the City Council.

- 2.04.010 Council Meetings - Regular
The City Council shall hold regular meetings as follows:
- A. 4:30 p.m. (open session, the regular meeting) on the first Tuesday of each month in the City Hall Council Chambers, unless otherwise established from time to time by City Council resolution.
 - B. 4:30 p.m. (tour of inspection) on the Monday prior to the regular meeting of each month, if necessary, for the purpose of permitting the City council to consider in the field of those items that should be viewed by the Council prior to council action, unless otherwise established from time to time by resolution of the City Council.

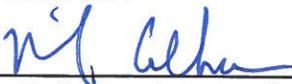
- 2.04.020 Establishment of City Council Meetings - Conflict with Holidays
- A. In December of each year, the City council shall place on its agenda for the regular meeting its calendar for the following year. The Mayor and Mayor Pro Tem will meet prior to the December meeting to develop the calendar for presentation to the City Council.

B. In the event any regular meeting or tour of inspection of the City Council falls on a legal City holiday, the City Council shall hold the meeting at the stated hour and place agreed to and adopted by City Council resolution.

PRIOR CITY COUNCIL ACTION

ATTACHMENTS

1. Resolution
2. City Council Meeting dates for 2016

APPROVED:  _____ Mike Calhoun, Interim City Administrator	Date: <u>11/20/2015</u>
--	-------------------------

RESOLUTION 2015-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE REGULAR MEETING DATES OF THE CITY COUNCIL FOR CALENDAR
YEAR 2016.**

WHEREAS, Sections 2.04.010 and 2.04.020 of the Municipal Code directs the Mayor and Mayor Pro Tempore to place on the December agenda the City Council's calendar of Regular Meetings for the coming year; and

WHEREAS, the Mayor and Mayor Pro Tempore have submitted proposed meeting dates, attached hereto as Exhibit "A".

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

1. Accept the calendar of the City Council Regular Meetings for calendar year 2016 as attached hereto as Exhibit "A".

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, Mayor

Ashlee Wright, City Clerk

Exhibit "A"
City of Carmel-by-the-Sea
City Council Meeting Dates for 2016

Staff Reports due to City Clerk's Office by 3:00 p.m. (Friday)	Agendas Due to Council Wednesdays prior to City Council meeting	Work study meeting dates Monday before each Council Meeting 4:30 p.m.	City council meeting dates 1 st Tuesday of each Month 4:30 p.m.
December 18	December 29	January 4	January 5
January 22	January 27	February 1	February 2
February 19	February 24	February 29	March 1
March 25	March 30	April 4	April 5
April 22	April 27	May 2	May 3
May 27	June 1	June 6	June 7
June 29	July 6	July 11	July 12
July 22	July 28	August 1	August 2
August 31	September 7	September 12	September 13
September 23	September 29	October 3	October 4
October 21	October 27	October 31	November 1
November 18	December 1	December 5	December 6

- Regular Meetings:** Held at 4:30 p.m. the first Tuesday of each month in the Council Chambers at City Hall, located on the east side of Monte Verde Street between Ocean and Seventh Avenues.
- Closed Session:** Closed Session, if required, will occur on the Monday preceding the first regularly scheduled Council meeting after the Tour of Inspection – if scheduled.
- Tour of Inspection:** Held at 4:30 p.m. Monday preceding the Tuesday Council meeting, regardless of whether or not there is a Closed Session scheduled, beginning at City Hall, then proceeding to the site of the first item on the Tour Agenda.
- Special Meetings:** Held at 4:30 p.m. on whatever day is selected, Tuesdays and Thursdays being the traditional days.



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB1064
November 30, 2015
Consent Calendar

TO:	Honorable Mayor and Members of the City Council Mike Calhoun, Interim City Administrator
FROM:	Ashlee Wright, City Clerk
SUBJECT:	Consideration of: 1. A Resolution of the City Council of the City of Carmel-by-the-Sea adopting regulations from candidate statements submitted to the voters at an election to be held Tuesday, April 12, 2016 in accordance with Government Code Section 13307 and 2. A Resolution of the City Council of the City of Carmel-by-the-Sea providing for a procedure for determining by lot a tie among candidates at the April 12, 2016 General Municipal Election in accordance with Government Code Section 15651

RECOMMENDATION

Adopt :

1. A Resolution of the City Council of the City of Carmel-by-the-Sea adopting regulations from candidate statements submitted to the voters at an election to be held Tuesday, April 12, 2016 in accordance with Government Code Section 13307
2. A Resolution of the City Council of the City of Carmel-by-the-Sea providing for a procedure for determining by lot a tie among candidates at the April 12, 2016 General Municipal Election in accordance with Government Code Section 15651

SUMMARY

At the November 2, 2015 Council Meeting the City Council adopted Resolution 2015-97 calling the General Municipal Election April 12, 2016 and requesting that the Monterey County Registrar of Voters (ROV) conduct the election. The adoption of this Resolution triggers certain actions to be taken by the City Clerk including: 1) preparing notice of election to be published in the Carmel Pine Cone between December 8-18th 2015, 2) preparing nomination packets to be administered and accepted between December 21, 2015 –January 15, 2016, , 3) ensuring compliance with the Fair Political Practices Commission (FPPC) Filing requirements and 4) ensuring legal compliance with the provisions of the State of California Elections Code pertaining to the conduct of municipal elections.

Pertaining to 4) listed above the State of California Elections Code requires the governing body to adopt a Resolution setting forth regulations for the candidate's statement establishing who is responsible for the costs associated with the candidate statements pursuant to Code section 13307 of the Elections Code and a Resolution providing for a procedure for determining by lot a tie among candidates at the April 12, 2016 General Municipal Election pursuant Govt. code section 15651 of the Elections Code.

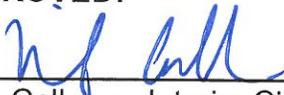
PRIOR CITY COUNCIL ACTION

The City Council adopted Resolution 2015-097 at its Special Meeting on November 2, 2015.

ATTACHMENTS

- 1. Calendar of Election Deadlines for the 2016 General Election
- 2. Resolution – Candidates Statements
- 3. Resolution – Tie Vote Procedures

APPROVED:



Mike Calhoun, Interim City Administrator

Date: 11/23/2015

MONTEREY COUNTY ELECTIONS

April 12, 2016

CITY OF CARMEL ELECTION CALENDAR

# DAYS PRIOR	DATE	ACTION TAKEN
131	December 3, 2015	Initiative Measure Qualification The last day for an initiative measure to qualify for the ballot. Cal. Const. Article II, §8(c); EC §9013 Also, the last day for the Legislature to adopt a constitutional amendment, bond measure or other legislative measure to appear on the ballot. EC §9040
130	December 4, 2015	Consolidation of School Elections By this date the County Superintendent of Schools shall notify the Governing Boards of all School Districts under his jurisdiction that a consolidated election is required to be held. Ed Code 5340, 5342
127 113	December 7, 2015 December 21, 2015	Cities Publish Election Notice. Between these dates, any city that is consolidating an election will publish a Notice of Election. EC §§12101, 12102, 12109, 12110, 12111
125	December 9, 2015	Special District Resolution Calling for Election Last date for a District Secretary to deliver the Notice of Election to ROV. ROV to have mailed packet of sample resolutions, etc. to Districts at least two months prior this date. The Notice is to contain elective offices to be filled, who is to pay cost of candidates' statements and word limitation plus current map or description of district boundaries. EC§10509, 10522, 10524
123	December 11, 2015	School Resolution to Superintendent By this date the School District Governing Boards shall have adopted their resolutions designating the election particulars and have delivered same to the County Superintendent having jurisdiction. Ed Code 5322 Statutory deadline for schools.
120	December 14, 2015	County Superintendent to Call Election Only the County Superintendent may formally call a regular school district election and must do so by this date delivering the resolution to ROV regardless of whether or not he has received all resolutions from the schools under his jurisdiction. Ed Code 5324, 5325
114	December 20, 2015	City Vacancy Last day for the remaining Council to an call election to fill a vacancy. Clerk shall immediately publish notice of election. EC §§12101-02; GC §36512
113 88	December 21, 2015 January 15, 2016	Declarations of Candidacy/Nomination Papers - Between these dates, eligible candidates for <u>all</u> offices may obtain and file required nomination forms, submit statement and payment. EC §§13, 100, 104, 333, 8020, 8024, 8028, 8040, 8041, 8061, 8067, 10220, 10224-10227, 10407, 10510-10516, 10602, 10705, 13107, 13307-13308, Code of Civil Procedure Section 2015.5, Govt Code 87200-87201
88	January 15, 2016	Candidate filing period closes. Last day for candidate whose filing period ends this day to withdraw declaration/nomination papers from the election. EC §§10224, 10510, 10603(b) Last day to Submit Resolutions of Consolidation Final deadline for the governing body of a distric, city, school or other political subdivision which requests consolidation of a local election for candidates or measures to file the request with the county Elections Department. EC 10401, 10402

# DAYS PRIOR	DATE	ACTION TAKEN
88 78	January 15, 2016 January 25, 2016	Public Examination Period 10-calendar day examination period begins at 5:00 p.m for documents filed as of the 88th day prior to the election. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted. The request shall be filed no later than the end of the 10-calendar-day public examination period. Includes resolutions, ordinances, impartial analyses, tax rate statements, declarations, and candidate statements. EC §§9190, 9295, 9380, 9509, 13313
87 83	January 16, 2016 January 20, 2016	Extended Candidate Filing Period for Declarations of Candidacy/Nomination Papers. If an <u>eligible</u> Incumbent does not file or fails to qualify by 5:00 p.m. candidates other than the Incumbent may obtain and file all required nomination forms. EC §§ 8022(b), 8024
85	January 18, 2016	Withdrawal of Candidate Statement Last day for a candidate who's filing period ended on the 88th day to withdraw candidate statement. EC §13307(a)(3)
83	January 20, 2016	Withdrawal of a Ballot Measure Last day for local jurisdiction to amend or withdraw ballot measure. EC §§9604-05 Extended candidate filing period closes (non-incumbents only). Last day for candidate who filed during extended period to withdraw declaration/nomination papers from election. EC §§8022(b), 8024
82	January 21, 2016	Random Alpha Drawing To determine order of names on ballot and measure letter assignment. EC §§13111, 13112, 13116 Last day for a candidate who's filing period ended on the 83rd day to withdraw candidate statement. EC §13307(a)(3)
81	January 22, 2016	Last Day to file Measure Arguments Last day to file Primary Arguments in favor of or against local ballot measures EC §§9162-9164, 9281-9283, 9286, 9315-9316, 9501-9502, 9600-9601 (City Vacancy) Last day for city to file certified list of candidates, includes names and ballot designations, with the county elections office. EC §10403

# DAYS PRIOR	DATE	ACTION TAKEN
81 71	January 22, 2016 February 1, 2016	Public Review Period for Measure Arguments 10-calendar day review period - begins at 5:00 p.m. for primary arguments in favor of or against local ballot measures. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period. EC §§9190, 9295, 9380, 9509
78	January 25, 2016	Public Review Period Ends 10-calendar day public review period ends at 5:00 p.m. for all public documents filed as of the 88th day prior to the scheduled election. Includes resolutions, ordinances, tax rate statements, declarations, and candidate statements. EC §§9190, 9295, 9380, 9509, 13313
	Feb 1, 2016*	Semi-Annual Campaign Statement Semi-Annual Campaign and Supplemental Independent Expenditure Statements due GC §§84200.4(a), 84203.5
71	February 1, 2016	Last Day to File Rebuttal Arguments Last day to file Rebuttal Arguments in favor of or against local ballot measures. Impartial Analysis regarding local ballot measures due. EC §§9160, 9280, 9313, 9314, 9500, 9163-9164, 9167, 9281-9286, 9316-9317, 9502, 9504, 9600-9601
		Public Review Period Ends 10-calendar day public review period ends at 5:00 p.m. for primary arguments in favor of or against local ballot measures. EC §§9190, 9295, 9380, 9509
71 61	February 1, 2016 February 11, 2016	Public Review Period for Rebuttal Arguments 10-calendar day review period - begins at 5:00 p.m. for rebuttal arguments in favor of or against local ballot measures. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period. EC §§ 9190, 9295, 9380, 9509
61	February 11, 2016	Public Review Period Ends for Measure Arguments 10-calendar day public review period ends at 5:00 p.m. for primary arguments in favor of or against local ballot measures, impartial analysis. EC §§ 9190, 9295, 9380, 9509
60 7	February 12, 2016 April 5, 2016	Registered Overseas Voter Federal Election - Between these dates, a Registered Overseas Voter may apply for a Special Vote by Mail (Absentee) Ballot. EC §§3302, 3304, 3306
57 14	February 15, 2016 March 29, 2016	Statements of Write-in Candidacy Between these dates, any qualified person may obtain and file nomination forms to be a Write-In candidate for public office. Filing fee is not required. EC §§8600-8605
40 10	March 3, 2016 April 2, 2016	Counties may begin to mail County Voter Information Pamphlet Mail pamphlets to voters which provides for local issues and polling place notification. EC §§9094(c), 13303-13304
40	March 3, 2016	First Pre-Election Statement Due Last day to file campaign statements for candidates and committees participating in the Election. GC §§84200.4(b), 84203.5
29	March 14, 2016	Vote by Mail Ballots

# DAYS PRIOR	DATE	ACTION TAKEN
7	April 5, 2016	Between these dates, any registered voter may obtain a Vote by Mail Ballot EC §3001

# DAYS PRIOR	DATE	ACTION TAKEN
16 1	March 27, 2016 April 11, 2016	Late Contribution/Independent Expenditure Report During this time late contribution/independent expenditure reports must be filed by FAX, telegram, mailgram, guaranteed overnight mail or deliver in person. GC §§84203, 84204 24-Hour Statement of Organization Filing Requirement – Recipient Committees & State Mailer Organizations. During the 16 days immediately preceding an election, any person or entity that qualifies as a recipient committee or slate mailer organization must file a Form 410 within 24 hours by telegram or personal delivery. GC §§84101, 84108
15	March 28, 2016	Voter Registration Closes. EC §§ 2102, 2107
14 7	March 29, 2016 April 5, 2016	New Citizens Registration Period A new citizen registering to vote after the close of registration shall provide the county elections official with proof of citizenship prior to voting, and shall declare they have established residency in California. New citizens vote a regular ballot. EC §§331, 3500, 3501
12	March 31, 2016	Second Pre-Election Statement Due Last day to file campaign statements for candidates and committees participating in the Election. GC §§84200.4(b), 84203.5
10	April 2, 2016	The last day for county elections to mail Voter Information Pamphlets EC §9094(c)
7	April 5, 2016	Notice of polling places . Last day for County to publish polling a list of polling places and poll workers on their web site. EC §§12105, 12106
0	April 12, 2016	Election Day EC §§1000, 1001, 1100, 1200, 14212 Polls open at 7 a.m. and close at 8 p.m. Last day for county elections office to receive Vote by Mail Ballots in person. Ballots post marked by Election Day and received by the Elections Official by the Friday after Election Day may be counted. EC §§3017, 3020, 3311
(+3)	April 15, 2016 April 29, 2016	Official Canvass - The official canvass of precinct returns is to be completed during this time. EC §§10260-10266
(+28)	April 29, 2016	Last day for City to certify election results. EC §15372 (a) 10262(b), 10263, 10264, 10265

Footnotes

EC: California Elections Code Book

GC: California Government Code Book

EdC.: California Education Code Book

* the deadline falls on a weekend or holiday and has been moved to the next business day.

All above California Code Books may be referenced online at: www.leginfo.ca.gov/calaw.html

RESOLUTION 2015-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY- THE-SEA
ADOPTING REGULATIONS FOR CANDIDATE STATEMENTSSUBMITTED TO THE
VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, APRIL 12, 2016**

WHEREAS, pursuant to § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for municipal election, including costs of the candidate statements:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY- THE-SEA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS

That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Carmel-by-the-Sea on April 12, 2016, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the same time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, the City of Carmel-by-the-Sea is required to translate candidate statements into the following languages:
(Spanish)
- B. Pursuant to state law candidate's statement must be translated and printed in the voter's pamphlet in any language at the candidate's request.
- C. The City Clerk shall:
 1. Translations
 - (a) Have all candidates statements translated into the language specified in (A) above.
 - (b) Have translated those statements into the languages as requested by the candidate in (B) above.

2. Printing
 - (a) Print an English only voter pamphlet to be mailed to all voters
 - (b) Print any translations of candidates who so request printing in the main voter pamphlet.

SECTION 3. PAYMENT

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate's statements into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of the candidate statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

SECTION 4. MISCELLANEOUS

- A. All translations shall be provided by professional-certified translators.
- B. The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS

No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6.

That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7.

That all previous resolutions establishing council policy on payment for candidate's statements are repealed.

SECTION 8.

That the City of Carmel-by-the-Sea charges a fee to print the candidate's statement, which must be paid upon filing of the nomination paper.

SECTION 9.

That the City Clerk shall estimate the total cost of translating, printing, handling and mailing the candidate statements including cost incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidates to pay in advance his or her pro-rata share as a condition of having his or her candidate statement included in the voter pamphlet.

SECTION 10.

That this resolution shall apply only to the election to be held on April 12, 2016 and shall then be repealed.

SECTI ON 11.

That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

SIGNED:

Ashlee Wright, City Clerk

Jason Burnett, Mayor

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

RESOLUTION 2015-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE APRIL 12, 2016 GENERAL MUNICIPAL ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651

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

WHEREAS, § 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

- a) **By lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code §320, or his or her designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).
- b) **By Special Election:** The legislative body may resolve a tie vote by the conduct of a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of § 15651 (b) of the Elections Code prior to the conduct of the election resulting in a tie vote. All future elections conducted by that body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council desires that that any tie vote resulting from the April 12, 2016 General Municipal Election be resolved by lot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at election.

SECTION 2. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss, generation of random number, or drawing of names. In the interest of maintaining decorum, fairness and transparency, the method implemented for resolving tie votes in the April 8, 2014 General Municipal Election shall be drawing of names, in accordance with the following procedure:

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

SECTION 3. That this resolution shall apply only to the election to be held on Tuesday, April 12, 2016, and shall be repealed upon the City Council's declaration of election results.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2016, by the following roll call vote:

AYES:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

ATTEST:

SIGNED:

Ashlee Wright, City Clerk

Jason Burnett, Mayor



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1065
November 30, 2015
Consent Calendar

TO: Honorable Mayor and Members of the City Council
Mike Calhoun, Interim City Administrator

FROM: Sharon Friedrichsen, Director of Budget and Contracts

SUBJECT: Consideration of a Resolution authorizing the City to join the California Coastal Trail Association and identify a Council member to be listed as the City's Primary representative on the membership form.

AMOUNT OF EXPENDITURE	\$ 300
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

1. Adopt a resolution authorizing the City to join the California Coastal Trail Association.
2. Identify a Councilmember to be listed as the City's primary representative on the membership form.

SUMMARY

The City has received a request from the California Coastal Trail Association (CCTA) and the State Coastal Conservancy to consider joining the CCTA. The CCTA is a new statewide trail association developed by Coastwalk California, in partnership with the State Coastal Conservancy.

The purpose of the CCTA is to expand public awareness and use of coastal parks, beaches, and trails including the California Coastal Trail, which is the official trail of the State envisioned to run the entire length of the coastline. Other stated purposes include providing trail information to the public and helping organizations with information, mapping, and funding in order to complete, manage and promote their respective segments of the Coastal trail.

Benefits of membership include an annual meeting of CCTA members to educate, share resources and develop strategies; meetings with key state agencies to form partnerships; a pilot mapping project consolidating online trail maps from multiple agencies into a statewide map; development of mobile app with the Coastal Conservancy on the trail; identifying sources of public funding for trail and recreation projects and providing technical assistance on coastal permitting issues.

Fourteen counties, including Monterey, are charter members of the CCTA and several coastal cities have joined, including Carlsbad, Carpinteria, Chula Vista, Coronado, Del Mar, Encinitas, Goleta, Hermosa Beach, National City, Pismo Beach, San Diego, San Francisco, Solana Beach, and Imperial Beach. The annual cost of membership is \$300. While this cost has not been identified within the

Monterey County to join and was invited to do so because it received grant funds from the Coastal Conservancy for the scenic restroom, the boardwalk and trails.

In addition, to adopting the resolution, staff requests Council to identify an elected representative to be listed as the City's primary contact. The CCTA membership application requests three contacts and notes that "Many jurisdictions are providing the name of an elected representative (Supervisor or City Council member), the name of an administrative contact (City Manager, CAO, or Department Head) and the name of a staff person who most frequently oversees the Coastal Trail in the jurisdiction (planner, parks manager etc)." In addition to the elected representative, the City will designate the City Administrator and the Public Works Director as additional contacts.

PRIOR CITY COUNCIL ACTION

Council included trails as part of its adopted 2015 goals in January 2015.

ATTACHMENTS

1. Resolution

APPROVED:  _____ Mike Calhoun, Interim City Administrator	Date: <u>11/22/15</u>
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RESOLUTION 2015-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY'S MEMBERSHIP IN THE CALIFORNIA COASTAL TRAIL
ASSOCIATION.**

WHEREAS, the California Coastal Trail is used, enjoyed and supported by residents of the City of Carmel-by-the-Sea; and

WHEREAS, the California Coastal Trail is an important recreational asset along the Carmel coastline and provides public access to the coast as is required by California law; and

WHEREAS, the California Coastal Trail benefits people from all income groups, age groups and ethnic groups by providing access to the coast and the opportunity to enjoy its beauty; and

WHEREAS, the California Coastal Trail provides public access to the coast thereby fostering appreciation among the public for this vital natural resource; and

WHEREAS, the California Coastal Trail provides a venue for many types of recreation and access to recreation contributes to the wellness and public health of Carmel residents; and

WHEREAS, the California Coastal Trail is an important tourist destination thereby supporting Carmel's local economy and further supports the economy through businesses catering to Trail users and the outdoor recreation industry; and

WHEREAS, the California Coastal Trail provides for non-motorized transportation and activities thereby reducing greenhouse gas emissions as is required by California law; and

WHEREAS, an alignment for the California Coastal Trail is required by California law to be included in Carmel-by-the-Sea's Local Coastal Program; and

WHEREAS, the California Coastal Trail Association is a program of Coastwalk California and is an organization of jurisdictions and stakeholders that own a portion of, or have a stake in the success of the California Coastal Trail, and Carmel-by-the-Sea includes California Coastal Trail segments; and

WHEREAS, the purpose of the California Coastal Trail Association is to: expand awareness and use of the California Coastal Trail; promote tourism and economic development related to the California Coastal Trail; and help California Coastal Trail owners and managers with information, mapping and support so that they can be successful in funding, completing, managing, and promoting their California Coastal Trail segment; and

WHEREAS, the California Coastal Trail Association will work to promote the California Coastal Trail as a tourist destination which will benefit the economy of Carmel; and

WHEREAS, the California Coastal Trail Association will facilitate regional and statewide collaboration in planning for, funding and implementing the California Coastal Trail; and

WHEREAS, the California Coastal Trail Association will work with its members to identify how it can best serve the interests of the membership as a whole, including advocating for resources that will support the California Coastal Trail; and

WHEREAS, Charter Members of the California Coastal Trail Association will participate in setting the direction of the California Coastal Trail Association for many years to come.

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

The City of Carmel-by-the-Sea shall join the California Coastal Trail Association as a Member as of the month of this resolution. Payment of one year's membership dues in the amount of \$300 to Coastwalk California are hereby authorized.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 30th day of November 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

SIGNED:

ATTEST:

Jason Burnett, Mayor

Ashlee Wright, City Clerk



CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1066
November 30, 2015
Orders Calendar

TO: Honorable Mayor and Members of the City Council
FROM: Sharon Friedrichsen, Director of Budget and Contracts
SUBJECT: Workshop: Receive an update on the transition of solid waste and recycling services and on the development of a model solid waste ordinance and provide preliminary direction

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Receive update.

SUMMARY

Representatives of GreenWaste Recovery (GWR), Rob Hilton of HF&H Consultants, and City staff will facilitate a workshop regarding the transition to a new solid waste hauler and seek input on some outstanding implementation items, such as the collection of non-containerized materials like cardboard within the commercial district. In addition, the City is participating in a regional effort to develop a model solid waste ordinance that aligns with the current franchise agreement; provides clearer direction on services; modernizes definitions and incorporates State requirements. The presentation will introduce some of the ordinance concepts, such as vacation holds and service for part-time residents, and seek input. Both the options pertaining to cardboard collection and the solid waste ordinance will be brought forth as agenda items at future Council meetings for additional discussion and action.

The presentation will include the following topics:

1. Summary of hauler evaluation and selection process and development of the rate model;
2. Summary of transition; first quarter performance report and GWR services and programs;
3. Update on GWR cost for providing services and options to address the collection of cardboard from the City's sidewalks in the commercial district;
4. Discussion on universal service and scope, including rentals and vacation homes, and possible exceptions to the universal service requirement;
5. Discussion on vacation holds, including frequency and length of holds;
6. Discussion on recycling requirements of residents, multi-family, businesses, construction projects and large events and venues;
7. Discussion on regulation of non-franchised haulers.

In particular, the workshop will focus on possible options to address the issue of cardboard collection.

The City's Municipal Code (§8.16.030) states that "No garbage, commingled recyclable materials or yard waste material receptacles in the commercial districts shall be placed at curbside for collection at any time unless on-site garbage, commingled recyclable materials or yard waste receptacles storage is not available. If on-site garbage, commingled recyclable materials and yard waste receptacles storage is not available, receptacles in the commercial districts shall be placed at curbside the morning of or the evening preceding scheduled pickup and removed immediately following collection." However, largely due to spatial constraints, some businesses have historically placed cardboard and other materials on the sidewalk for collection, often throughout the day.

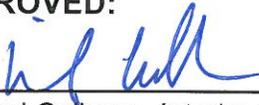
As part of the transition to GWR, commercial customers are charged for recycling services, which were previously included within the mixed waste rate. However, in order to accurately charge for recycling, recycling materials must be containerized. GWR is currently collecting non-containerized cardboard; however, this is neither consistent with the Franchise Agreement nor are customers being charged for these non-containerized collections. Consequently, the workshop will discuss some options to address this situation, including shared container collection and "curbside" collection.

PRIOR CITY COUNCIL ACTION

Council received an update on transition planning and efforts on 2 June 2015.

ATTACHMENTS

N/A

APPROVED:  _____ Michael Calhoun, Interim City Administrator	Date: <u>11/23/2015</u>
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CITY OF CARMEL-BY-THE-SEA

AGENDA BILL

AB 1067
November 30, 2015
Orders

TO: Honorable Mayor and Members of the City Council
FROM: Mike Calhoun, Interim City Administrator and Sharon Friedrichsen, Director of Contracts and Budgets
SUBJECT: Receive an update on the status of on 2015 Council Goals.

AMOUNT OF EXPENDITURE	\$ N/A
AMOUNT BUDGETED	\$ N/A
APPROPRIATION REQUIRED	\$ N/A

RECOMMENDATION

Receive an update on the status of 2015 Council goals.

SUMMARY

In 6 January 2015, City Council adopted the 2015 goals. The development of these goals was largely informed by a community forum held in December 2015. These goals include: (1) Day to Day Operations; (2) Beautification; (3) Shoreline Management Plan; (4) Trails; (5) IT Plan; (6) Forest Theater Plan; (7) Sunset Center- Theater District and Campus Plan; (8) Parking Management Plan; (9) Emergency Plan; (10) 100th Anniversary Planning; (11) Facilities and Parks Capital Projects; (12) Water- Capture, Eastwood 85 acre foot plan, Small Projects and Conservation and (13) PG&E monitoring and participation with investigation.

As Council prepares to develop goals for 2016, it is timely to provide an update on the status of these goals. In particular, it is important to review the status of filling positions, as this component is necessary for the success of daily operations and well as completing stated goals. As shown in the attached chart, City staff have undertaken significant efforts to fill a combination of existing vacancies and new positions adopted as part of the Fiscal Year 2015-16 budget. However, even as staff are hired, there is still some transition time related to integration into the organization as they become more knowledgeable of the work and the community. In addition, several of the goals identified by Council must be undertaken by more senior level staff within the organization.

City Administration (Administration, Clerk and Finance) has two vacant positions of HR Manager and Finance Specialist. Community Building and Planning has a vacant director and senior planner and was recently authorized to add a permit technician position and recruit for the position, which is currently being provided by contractual services. The CBP Department also will be seeking Council approval to authorize the funding of a building inspector position in order to hire a full-time staff person instead of utilizing part-time contracted services. Library and Community Activities has a vacant Local History

Librarian, one part-time library assistant, one part-time librarian I position and a part-time community activities assistant. Public Works has three vacant maintenance worker and one special projects manager positions. The Police Department has five vacancies; three police and two community services officer.

Attached to the staff report is an update on the status of the 2015 approved goals. The Council last received an update in April 2015. As indicated in italics, there are also other work-related items associated with the goals that have also been included on the status update. Overall, the City is continuing to make progress on the majority of these goals.

In addition to working on these goals, departments continue to perform their routine functions as part of daily operations and work to implement special projects pertaining to operations, Council directives and State mandates. Examples of some of these activities and initiatives, as well as highlights of routine functions, are included as an attachment to this report.

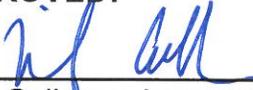
PRIOR CITY COUNCIL ACTION

The goals were adopted on 6 January 2015. Council received an update on the status of the goals on 6 April 2015.

ATTACHMENTS

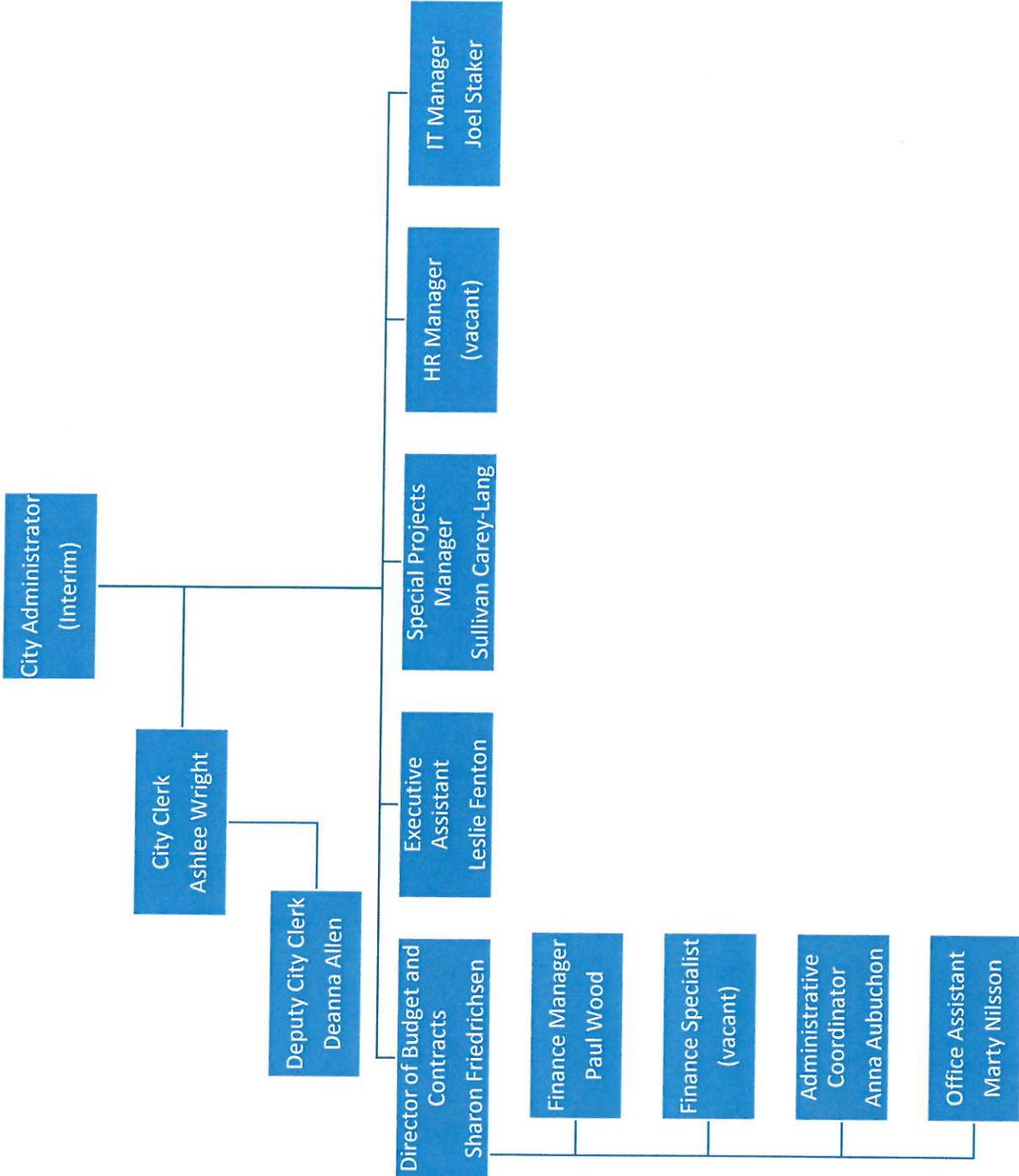
1. Department Organization Charts
2. Approved 2015 Goals Update Worksheet
3. Department Activities and Initiatives

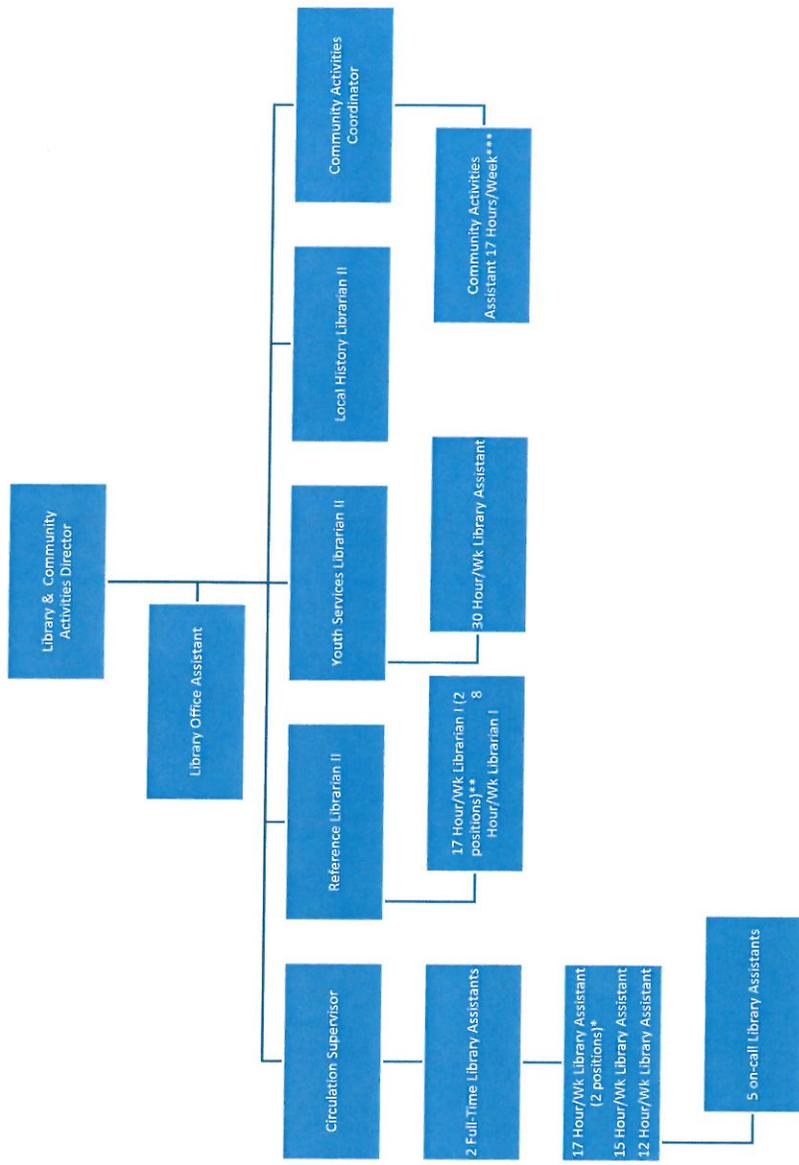
APPROVED:



Mike Calhoun, Interim City Administrator

Date: 11/23/2015

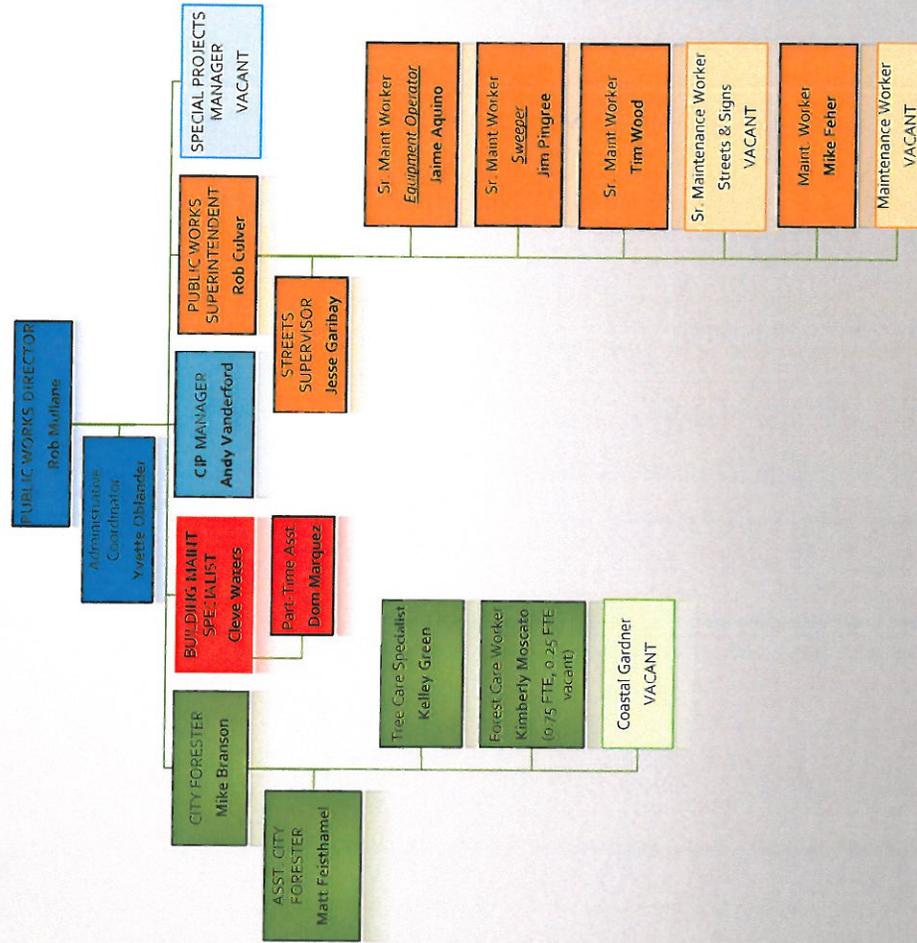




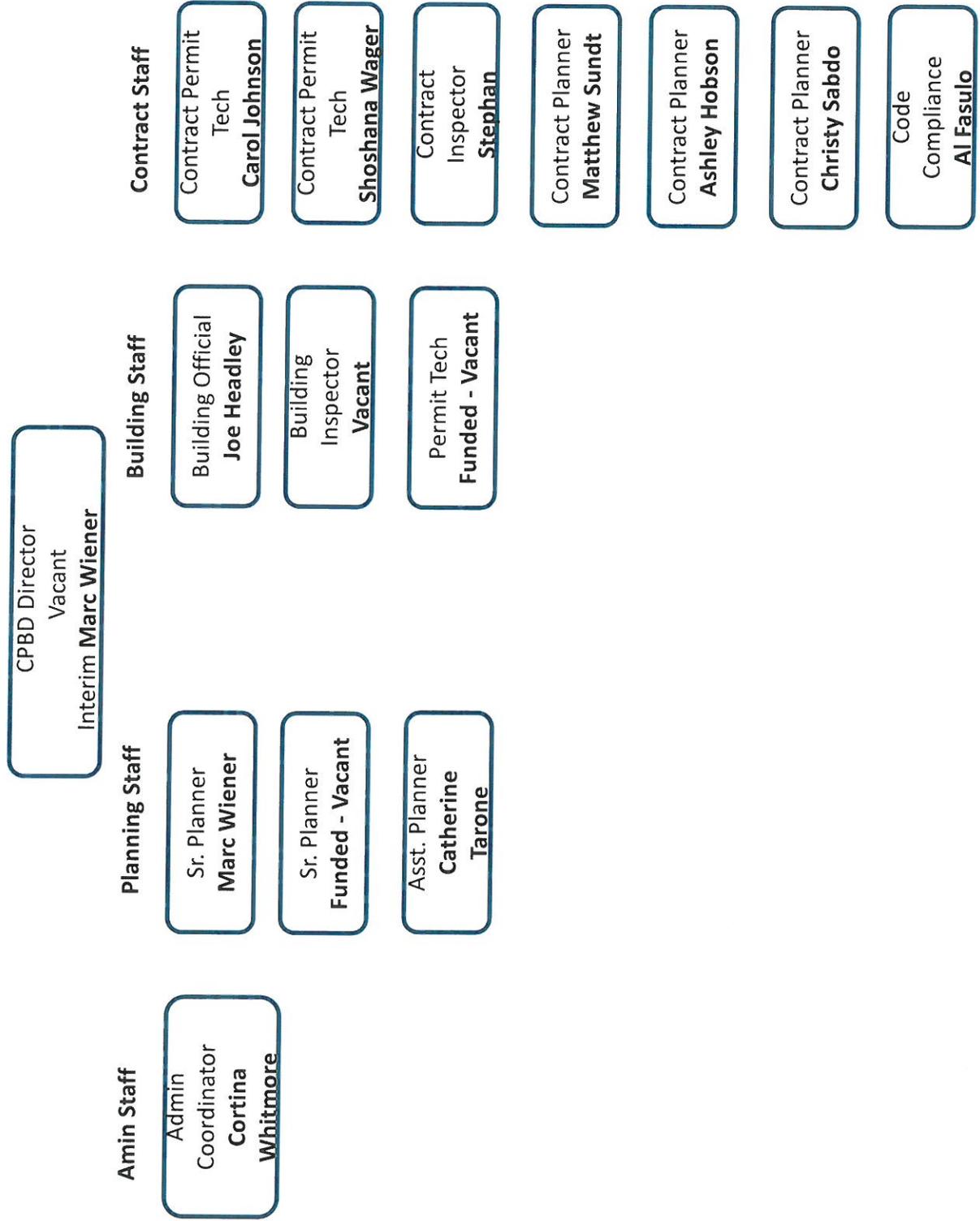
- *One 17 hour per week Library Assistant position is vacant
- ** Two 17 hour per week Librarian I positions soon to be vacant (November 13 and December 31)
- *** One 17 hour per week Community Activities position is vacant

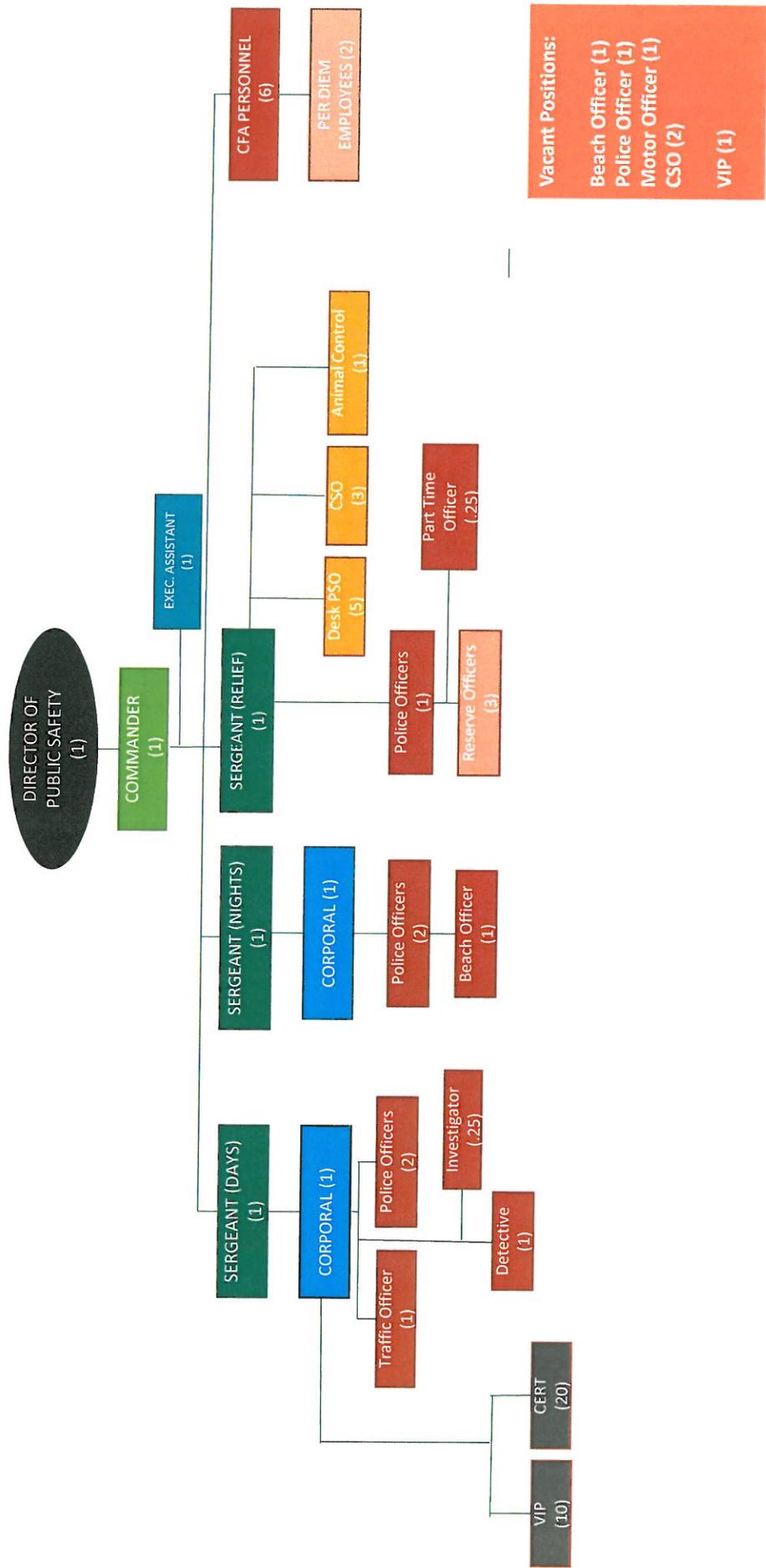
All vacant positions are budgeted

CITY OF CARMEL-BY-SEA PUBLIC WORKS ORGANIZATIONAL CHART



Community Planning and Building – Organizational Chart





Vacant Positions:
 Beach Officer (1)
 Police Officer (1)
 Motor Officer (1)
 CSO (2)
 VIP (1)

PUBLIC SAFETY ORGANIZATIONAL CHART

2015 Approved Goals Status Update

Goal	April 6, 2015 Status	November 30, 2015 Status
DAY-TO-DAY OPERATIONS		
Fill Existing Vacant Positions	Recruitment for IT Manager in final interview; HR Manager filing deadline was 3 April; Planning Coordinator (P&B) interviews held on 27 March; Planning Coordinator (PW) interviews will be held on April 10; Police Sergeant filing deadline was 27 March, as was Assistant Planner. City Clerk recruitment did not result in offer to a candidate.	IT Manager, Admin. Coordinator (Planning & Public Works), Assistant Planner and City Clerk filled. Assistant City Forester, Police Sergeant, Police Services Officer, Public Works Superintendent, and Streets Supervisor filled. Recruitments underway for Building Inspector, CB&P Director (recruitment closed November 20, 2015), HR Manager (recruitment closed November 20, 2015), 2 Community Services Officer, Local History Librarian, 2 Maintenance Workers, 3 Police Officers, Permit Technician and Senior Planner. Recruitments that still need to commence include Community Activities Assistant, 2 Library Assistants, Librarian 1 and a Sr. Maintenance Worker
Fill Positions that became Vacant in 2015 within four months except Management (six months)	No City positions have become vacant since 1 January.	CB&P Director vacant in August due to transfer to PW Department; two Librarian I positions vacant due to retirement; senior maintenance worker vacant due to internal promotion, 1 Police Officer due to promotion and one Police Officer due to retirement.
Initiate Asset Inventory Update	No Action to Date	No Action to Date
Outsource Payroll and HR Functions	Council awarded bid at March meeting. Service to begin in May.	In negotiation with provider(s) on terms of agreement; may include as part of financial system RFP
Establish Contract Management and Control Program	Staff currently working on bringing all contracts current.	Ongoing process to update and monitor existing contracts and establish new contracts depending on department needs.
Commence Update of Personnel Ordinance	Awaiting hiring of HR Manager	Association of Monterey Bay Area Governments (AMBAG) will be developing a personnel manual for City; additional updates awaiting HR Manager hiring.

2015 Approved Goals Status Update

Commence Update of Purchasing Ordinance	Minor amendments to existing Ordinance on Council agenda for April. New draft Ordinance in draft and has been reviewed by City Attorney & City Administrator; revisions being made to draft.	Amendments to Ordinance codified in May, effective in June. AMBAG will be developing a procurement manual for City, estimated to be completed in January 2016.
Commence Updating of Policy Manual (multi-year effort)	Council reviewed three policies at March meeting; additional policy updates on agenda for April.	Additional work on assessing policies and updating binders has occurred, some policies updated and approved by City Administrator (administrative in nature); travel and training policy being updated (for Council January 2016)
Create an equipment replacement fund as part of the 2015-16 Budget	Fund has been created as part of the 2015-16 Provisional Budget	Fund has been created as part of the 2015-16 Adopted Budget
Facilities Maintenance Plan with 2015-16 Budget	Provisional CIP contains monies for Forest Theater, Vista Lobos Roof and small works City-wide	No Action to Date on creating Plan; efforts concentrated on building repairs and renovation. However, library staff working with consultant and Carmel Library Foundation on facilities renovation/planning for 2 library buildings.
BEAUTIFICATION		
Make Decision on Beach Fire	Council decision at February meeting; at Planning Commission on 8 April for Coastal Development Permit (CDP); Committees working on follow up implementation plans.	CDP issued in April, Denied appeal in May. Adopted an Urgency Ordinance restricting beach fires in August; gave direction to staff on developing a revised Pilot Beach Fire Management Program in November. Revised Pilot Program prepared by staff and is pending Coastal Commission review on December 11, 2015. <i>Police providing oversight of beach security patrols and monthly beach fire reports to Council.</i>
Continue adopted CIP 2014-15 Projects pertaining to Beautification: <ul style="list-style-type: none"> • Ocean Avenue Median • Urban Forest Rehab • Trash Can Refurbishment 	Median: New Drip Irrigation System to be installed. Forest: Council Workshop in March; Provisional Budget to reflect adjustments for Forestry. Cans: Ongoing.	Irrigation system installed. Adopted budget included funding increases for Forestry. Assistant Forester hired; tree water hours increased; Arbor Day event at First Murphy House in October. Ongoing.
SHORELINE MANAGEMENT/FOREST PLAN		

2015 Approved Goals Status Update

<p>Continue adopted CIP 2014-15 Projects pertaining to Beach, Shoreline and Forest:</p> <ul style="list-style-type: none"> • Shoreline Assessment • Beach Stair Maintenance • Dunes Restoration • Shoreline Signage • Beach Fires 	<p>Shoreline: Contract signed; assessment due to F&B Commission in April. Stairs: Engineering report finished; to be rolled into Beach Assessment Report. Dunes: Council approved five year plan in February; first year funded; future years in Provisional CIP. Signage: On hold pending permanent decision on Beach Fires Beach Fires: See above.</p>	<p>Assessment received by F&B Commission and then Council in August. Many pre-winter maintenance projects completed or underway as of November. Consultants (biologist, engineering geologist, landscape architects, and contractors) retained to assist with post-storm season projects.</p> <p>Beach stairs structural assessment report completed; maintenance to be re-reviewed post storm season. Botanist working with staff on CDP application.</p>
<p>TRAILS</p>		
<p>Mission Trail Entrance</p>	<p>Planning Commission Approved in February; architect working on construction plans. Scheduled for summer bidding.</p>	<p>Award of contract to be before Council in January or February 2016 or March 2016.</p>
<p>Lausen-Rio Park-Larson Field Pathway</p>	<p>Contract for environmental analysis on Council's April agenda</p>	<p>Initial Study/MND to be certified by City Council in December. Council will give direction on whether the City shall proceed with permitting.</p>
<p>Fourth Avenue Irrigation</p>	<p>On hold pending State water permit</p>	<p>No update.</p>
<p>Develop Options for Ocean/Junipero/Mountain View Intersection</p>	<p>No action.</p>	<p>No action.</p>
<p>Resolve Eighth Avenue between Junipero and Mission Pedestrian Safety Options</p>	<p>Pathway on S/S ready for installation in April; N/S pathway in Provisional CIP 2015-18.</p>	<p>Pathway on south side of Eighth Avenue completed.</p>
<p>Scenic Road Pathway</p>	<p>Being reviewed as part of Shoreline Assessment</p>	<p>Landscape architect retained for Pathway project; minor repairs to level and fill Pathway performed in November; additional work anticipated in late November and December.</p>
<p>IT PLAN</p>		
<p>Initial Focus on Webpage Update</p>	<p>Discussed with IT Professional for Contract Work</p>	<p>No update.</p>

2015 Approved Goals Status Update

Hire IT Systems/Network Manager	Interview with finalist held week of 30 March	IT Manager hired.
ERP Financial Systems/Other Projects	Discussed with IT Professional for Contract Work	Admin/Finance issuing updated RFP in November; anticipate recommendation to Council in March 2016; conduction network analysis and systems audit
FOREST THEATER PLAN		
Award Bid; Implement Triage (Phase 1) construction; adopt Phase II plan; review Master Plan concepts	Bid Award to Council on 7 April	Phase I project underway, estimated completion date February 2016; Phase II planning not yet commenced.
Research and advise to the historical status	HRAB Discussed in September 2014; staff has contacted State Office of Historic Preservation on steps to apply for Landmark designation	Consultant is currently working on application to be submitted to State Office of Historic Preservation to nominate the Forest Theater as a State Historic Landmark.
<i>Forest Theater West Pathway</i>		<i>Future consideration of an ADA compliant pathway on the west side of the Forest Theater. The project will potentially be sponsored by PacRep Theater. The Council shall first review concept plans and provide authorization to proceed with permitting process.</i>
<i>Forest Theater Use</i>		<i>Staff drafting a new Forest Theater Use Agreement, Scheduling the 2016 Forest Theater season, and getting user contracts in place</i>
SUNSET CENTER – THEATER DISTRICT & CAMPUS PLAN		
Work with Sunset Center and CA&CC on creation of Theater District and Master Plan for the Center	Awaiting Master Plan for Sunset Center	Council approved \$150,000 in funding for this effort on 1 September. A presentation from Anderson Brule Architects on the Master Plan will occur on 19 November.
Lease 1208		City staff and SC Board working on long-term lease agreement; principles presented to Council on 2 November 2015.

2015 Approved Goals Status Update

<p>PARKING MANAGEMENT PLAN (PMP)</p> <p>Make Final Decision on Retention or Termination of Pilot Program; if decision is to retain, address location and appearance of kiosks</p>	<p>Trial period ends 31 May; to Council late June or early July</p>	<p>Council received an update on July 7, 2015 and directed staff to terminate the contract for the rental of kiosks and remove the kiosks as well as provided additional guidance pertaining to the PMPP.</p> <p>Council received an update on 5 October and approved an agreement with Walker Consultants for parking management recommendations.</p>
<p>Pursue other Council Approved parts of the PMP such as public usage of private lots</p> <p><i>Equipment Purchase</i></p>	<p>Initial Review is that some private lots cannot be used due to zoning restrictions</p>	<p><i>Purchase new Go-4 parking scooters and managed and purchased new license plate recognition software and hardware</i></p>
<p>EMERGENCY PLAN</p>		
<p>Determine if Plan needs updating; if so, commence process of revising the plan</p>	<p>Updating of Plan underway; to Council for adoption Summer 2015</p>	<p>Plan adopted.</p>
<p>Focus on Community Outreach and Marketing</p> <p><i>EOC Upgrade & Training</i></p>	<p>Outreach will await adoption of revised Plan</p>	<p><i>Update to Emergency Operations Center underway; additional training on WebEOC and simulation exercises completed with City staff November 17, 2015; Police participated in County emergency operations training for tsunami and earthquakes</i></p>
<p>100th ANNIVERSARY PLANNING</p>		
<p>Receive Report from Committee and Provide Feedback to Committee</p>	<p>Centennial Committee provided report to Council 3 February</p>	<p>Update by Committee on 2 November; Council authorized appropriation of \$40,000 for the advance sale of souvenir merchandise; banners designed. <i>Staff involved in Centennial Celebration Kick-off event and display at City Hall.</i></p>
<p>Determine if Community and Council want a "Centennial Project"</p>	<p>Letters from Mayor to Boards/Commission on Council Agenda in April.</p>	
<p>FACILITIES AND PARKS – 2014-15 PROJECTS</p>		

2015 Approved Goals Status Update

MTNP Invasive Plant/Tree Management	Monies in current CIP; additional monies for continued effort in Provisional CIP	Consultant retained, Management Plan developed, CDP application being developed
PD/PW Roof and Patio Replacement	PW Roof Repairs to be completed in Sept.	Most leaks repaired, remaining leaks to be repaired by end of December 2015
Street and Roads Projects	Phase I for 2014-15 completed Fall 2014; Phase II to begin in spring	Phase II completed; Carpenter Street Drainage mostly completed; Council approved augmentation of streets budget on 2 November for FY 15-16.
Sunset Center		
Door Replacement	In negotiations with architect on responsibility	No update
Railings Replacement	Scheduled for Summer	No update
Lantern	No Action	No update
Roof	Bungalow Roof—September; Stage Door---September; Yoga Cottage---September	Roof for Center to be complete by end of November 2015.
Ramp/Mission Street at Carpenter Hall	No Action	
Sunset Center Retaining Wall Project		<i>Due to winter rains in 2014, Council authorized funding. Project to be completed in November.</i>
Bikeway Projects	No Action	No action
City Hall Renovation	New work stations on Administrative side ordered	Renovation completed.
Park Branch Basement	Options being Explored	No update
Piccadilly Park Restrooms	To be Reviewed as part of ADA Study (in Provisional CIP)	No update
Rio Park	Trail Environmental Review Contract to Council on 7 April.	Initial Study/MND to be certified by City Council in December 2015. Council will give direction on whether the City shall proceed with permitting.
Sidewalk Repairs	Ocean Avenue between Mission and San Carlos completed; Dolores St on hold awaiting decision on promenade proposal	Dolores Street funded by Council in February and mostly completed by August. Possible new sites

2015 Approved Goals Status Update

		identified for 2015-16; Council augmented budget by \$30,000 (\$80,000 total) on 2 November.
Water Conservation City Hall Cistern	On hold Awaiting Appointment of Water Committee	Water Committee convened.
WATER		
Eastwood	Awaiting EIR Approval	EIR certified. Staff working with Malpasso to ensure property owners could be entitled to use water as desired.
Small Projects	Ocean Avenue Median drip system to be installed	Installed.
Conservation/Capture	Awaiting Appointment of Water Committee	Convened.
PG&E		
Monitor and participation with investigation on projects	Monitoring continues; Oll pre-hearing held in March with City representatives in attendance.	City continues to work on issue, including attending meetings with PUC and attorney representatives.

2015 Departmental Activities and Initiatives

Department	Activities/Initiatives
Administration (Clerk, Finance)	
User Fee Study	Based on direction providing by Council during the budget hearings in June, and subsequent approval of the agreement with the consultant, a multi-departmental initiative, led by Admin, is underway to identify the staff time it takes to perform routine functions and tasks and the costs associated with these activities to determine if cost for services should be adjusted.
HID	Formation of new hospitality improvement district and disestablishment of existing HID
Record Management	Developing Records Management Policy and Plan
Training	Developing training for Boards and Commissions
Elections	Working with Monterey County Elections for the upcoming April 2015 election
Audit	Annual function, requires staff attention in October- December for completion of audit of FY 14-15 by December, with presentation to Council likely to occur in January 2016.
Routine	Department also responds to general inquiries via phone and walk-in to City Hall; public records requests; preparing and distributing of Council agenda and minutes; issuing business licenses and renewals, including sending delinquency notices; collection of TOT and HID assessments bi-monthly; administering 26 payrolls and benefit assistance to employees; processing payments to vendors and issuing check register; budget development and fiscal monitoring
Recruitment	City Administrator, HR Manager, reclassification and vacancies for Deputy City Clerk and Finance Specialist/Analyst
Community Building and Planning	
Housing Element (HE) 2015-2023	Utilizing contract planning firm, draft HE submitted to State for acceptance. HE will be presented to Council in December for adoption, along with associated Muni Code amendments
Restaurant Code Amendments	Planning Commission committee formed at request of Council to review and possible amend Muni Code restaurant definitions.
Roofing Subcommittee	Committee appointed to draft policy on allowable roofing materials
Mid-Century Modern Subcommittee	Committee appointed to study mid-century modern architecture in the City and amend Historic Context Statements to address this type of architecture
Large Development Projects	Carmel Sands appeal to Council; Carmel Resort Inn in concept review with PC; Del Dono Court in concept review with PC, Carmel Mission approved by PC in June and includes lot line adjustment and encroachment permit to be brought to Council

2015 Departmental Activities and Initiatives

Routine-Permits	362 planning and 361 building permits issued this year, projected to be over 1,000 in the calendar year; some involve PC approval (typical PC agenda is 10-13 items).
Recruitment	Filled Sr. Planner and Admin. Coordinator; requesting filling building inspector position; recruitments underway for Director, sr. planner and permit technician
Library and Community Activities	
Administration of City special events	Plan, organize, and staff various City special events, often in collaboration with Police and Public Works, including Memorial Day, July 4 th , Sandcastle, Veterans Day, Pumpkin Roll//City Birthday, Home crafters' marketplace, Holiday Tree Lighting and Centennial
Administration of Special Event Permits and use of City Facilities	Issue of special event permits, including staffing C&A Commission; Use of city facilities such as Vista Lobos, Devendorf Park and the Carmel Beach; logistical support for Car Week events with Police; processing of special event waiver requests to Commission and Council
Special Event Policy & Fees Ad Hoc Committee	In tandem with Police, facilitating ad-hoc committee recommendations on special event policy, including fee waivers
Farmers' Market	Act as liaison between the City and the Farmers' Market manager.
Library Strategic Plan	Writing a new Library Strategic Plan, including facilitating community input
Network Upgrade	Working on grant application and preparing to connect library to CalREN, a high speed bandwidth internet network
Routine	Operate two Library branches to provide public access to Library materials; administer community programs; serve as local historian for City; process reference questions
Recruitment	Local History Librarian, Reference Librarians, Library Assistant and Community Activities Assistant
Police/Public Safety	
Training & Communications	Completion of Fire Academy for 3 FTE ambulance; police officer training (POST); monthly reports to Council on fire response time and beach fires; implementation of department media board; development of department training room; installation of City wayfinding signs along San Antonio
Backstop Administration	Police Chief as Interim Assistant City Administrator (June) and Interim City Administrator (November); oversight of IT function; Commander as Interim Public Works Director (Oct 2014-Aug 2015)
Equipment	Purchased Conex Box & Equipment for CERT; installed on-board computer mobile data terminals in 2 police vehicles; purchased scooter, police vehicle and LPR reader

2015 Departmental Activities and Initiatives

Projects	Quarterly Traffic Safety Advisory Committee meetings; completion of CLETS, DOJ and Health Department audits; completed release of non-claimed property to propertyroom.com; completed purge of narcotics and weapons from evidence room through Covanta
Staffing	Expansion of bicycle patrol team from 2 to 4; maintained an officer 50% of time on Peninsula Regional Violence & Narcotics team; maintained an officer on the Regional Special Response Team and on the Regional Hostage Negotiation Team; oversight of contracted beach patrol
Volunteers	Redevelopment of department volunteer program, includes 7 new volunteers
Routine	662 police crime reports completed; 984 incident reports completed; issued 588 moving citations; responded to 13,126 calls for services; handled 796 of 911 calls; made 116 physical arrests; issued 5,634 parking citations; processed 987 alarm statements; issued 543 parking permits and processed 265 public records act requests
Recruitment	Completed internal recruitments for Police Sergeant and Admin. Assistant; Conducted interviews for community services officer positions (background); Conducted interviews for open Police Officer positions (2 out of 3 in background); Filled Police Services Officer and Police Sergeant positions.
Public Works	
Pre-Winter Storm-Season Preparations	Pre-Winter Storm-Season Preparations: Shoring up of Landscape Barriers, Improvements to address puddling along the Scenic Road Pathway, Removal of Hazardous Trees, Removal of Debris in MTNP
Beach Fires Management	Provided staff support for development of the May 2015 Beach Fires Management Pilot Program, the August 2015 Interim Moratorium, and the November 2015 Revised Beach Fires Management Pilot Program
Capital Improvement Program Projects	Implementing CIP projects, including Forest Theater Renovations (Triage Phase), Public Works/Police Department Roof Leaks, Sunset Center Roofing projects, Mission Trail Nature Preserve Mountain View Trailhead Improvements, and several other smaller projects.
Tree Tagging Program	Implemented Tree Tagging Program
Projects- Internal	Office Modernization project underway; implemented Customer Service Request (CSR) Log to improved tracking of citizen and business owner requests with goal to integrate into iWork Permit Tracking System.
Routine	Filed annual ASBS compliance and stormwater permit reports; Processed Approximately 122 Tree Permits (through 10/31/15); Reviewed Approx. 109 Encroachment Permits (though 11/6/15); Reviewed Approx. 30 Landscape Plans as Part of Planning Applications (though 11/6/15); Planted 96 City Trees (through 10/31/15). Established a Customer Service Request

2015 Departmental Activities and Initiatives

Recruitments	<p>database and are actively addressing requests as received; 123 requests received between August and October, of which 97 resolved and 26 pending (79% closure rate).</p> <p>Internal recruitments completed for Public Works Superintendent, Assistant Forester and Streets Supervisor; reclassification of Facilities Maintenance Specialist. Ongoing recruitments for Maintenance Worker (3 positions, one of which being the Coastal Gardener/Maintenance Worker).</p>
Public Works Modernization	Remodel of Public Works facility (furniture, ergonomics, etc.)