



# 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 7<sup>th</sup> Avenues

Contact: 831.620.2000 [www.ci.carmel.ca.us/carmel](http://www.ci.carmel.ca.us/carmel)

### **SPECIAL MEETING**

### **MONDAY, April 4, 2016**

### **CLOSED SESSION 4:30 P.M.**

### **OPEN SESSION 5:30 P.M.**

#### **CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE**

#### **CLOSED SESSION (Beginning at 4:30 P.M.)**

1. **LABOR NEGOTIATIONS**  
Meet and confer with the Carmel-by-the-Sea's Meyers-Milias Brown Act representative, Public Safety Director Mike Calhoun, to give direction regarding labor negotiations with ambulance personnel pursuant to subdivision (a) of Government Code Section 54957.6.
2. **REAL PROPERTY NEGOTIATIONS**  
Pursuant to subdivision (a) of Government Code Section 54956.8.  
Property: Sunset Cultural Center, San Carlos Avenue between 8<sup>th</sup> and 10<sup>th</sup> Avenues.  
Negotiating parties: City Administrator Chip Rerig and the Sunset Cultural Center Board of Trustees.  
Under Negotiation: (Lease) agreement negotiations concerning price and terms of payment.
3. **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
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: 1 case

## **PUBLIC APPEARANCES**

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 AGENDA**

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.

5. Minutes for the February 29, 2016 Special Council Meeting, March 1, 2016 Regular Council Meeting, and March 15, 2016 Special Meeting. (p. 4)
6. Check Register for the Month of January and the Month of February. (p.17)
7. Monthly Reports for the Month of February (p. 38)
  - 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
  - g. Forest Theater Report
8. AB 1105 Authorization of Agreement with Accela, Inc. for implementation of a financial system and a hosting agreement for a five year term for an amount not to exceed \$199,500. (p.73)
9. AB 1106 Authorization of the Mayor to send a letter to the California Public Utilities Commission (CPUC) protesting rate increases proposed by California American Water, Co. (Cal-Am). (p.77)
10. AB 1107 Authorization of the Mayor to send a letter in support for State Assembly Bill 2730: Department of Transportation Prunedale Bypass: County of Monterey: disposition of excess properties. (p.82)
11. AB 1108 Award a Construction Contract to Monterey Peninsula Engineering for the 2016 Street Project in a Total Amount Not to Exceed \$1,121,938.00; Authorize a Budget Adjustment of \$102,300 for the 2016 Street Project and Amend the Professional Services Agreement with Neill Engineers Corp. for an Amount Not to Exceed \$67,200. (p.89)
12. AB 1109 Award a Construction Contract to Monterey Peninsula Engineering for the 2016 Sidewalk and Concrete Pavement Repair Project in an Amount Not to Exceed \$95,160.00 and Authorize a Budget Transfer for an Amount Not to Exceed \$33,500.00. (p. 104)

13. AB 1110 Authorization of the City Administrator to enter into a new Areas of Special Biological Significance (ASBS)-Compliance Related Tolling Agreement with the State Water Resources Control Board (State Water Board) to extend the period of the Tolling Agreement until April 18, 2018, and authorization of a budget adjustment to cover the legal costs of the agreement preparation and execution. (p. 110)
14. AB 1111 Receive report regarding a request from the Forest Theater user groups to purchase an ADA accessible golf cart to provide managed parking services at the Forest Theater. (p.150)
15. AB 1112 Consideration of a resolution authorizing the City Administrator to purchase light and sound towers and trusses for the outdoor Forest Theater at a cost not to exceed \$20,000 and authorizing the installation of light and sound towers and trusses at the outdoor Forest Theater. (p.162)

## **ORDERS**

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

16. AB 1113 Consideration of proposed amendments to the Draft Forest Theater Use Agreement and ratification of the Forest Theater Use Agreement as amended by Council direction. (p.165)
17. AB 1114 Consideration of a request to authorize shared use of the Indoor Forest Theater by the Forest Theater Guild, Pacific Repertory Theater, and the 2016 Centennial Committee during the 2016 season and provide direction.(p.197)

## **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](http://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](http://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

April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Ashlee Wright, City Clerk

**SUBJECT:** Draft Minutes of the Special Meeting held February 29, 2016  
Draft Minutes of the Regular Meeting of March 1, 2016  
Draft Minutes of the Special Meeting of March 15, 2016

## RECOMMENDATION

By motion to the Consent Calendar, approve the Minutes of the Special Meetings of February 29, 2016 Regular Meeting of March 1, 2016, and Special Meeting of March 15, 2016.

## ATTACHMENTS

1. Draft Minutes of the Special Meeting held February 29, 2016
2. Draft Minutes of the Regular Meeting of March 1, 2016
3. Draft Minutes of the Special Meeting of March 15, 2016

**APPROVED:**

A handwritten signature in blue ink, appearing to read "C. Rerig", written over a horizontal line.

Chip Rerig, City Administrator

**Date:** \_\_\_\_\_

**MINUTES  
CITY COUNCIL SPECIAL MEETING  
CARMEL-BY-THE-SEA**

**Monday, February 29, 2016**

Mayor Burnett called the meeting to order at 4:30P.M. not 4:00P.M. due to conflicting times listed on the Special Meeting agenda.

**ROLL CALL**

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

Absent: None

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

**PUBLIC APPEARANCES**

- Skip Lloyd

---End Public Appearances---

**CLOSED SESSION**

Mayor Burnett announced the Closed Session Items.

- Item 1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: 1 case, Pacific Gas & Electric.
- Item 2: LABOR NEGOTIATIONS  
Meet and confer with the Carmel-by-the-Sea's Meyers-Milias Brown Act representative, City Administrator Mike Calhoun, to give direction regarding labor negotiations with ambulance personnel pursuant to subdivision (a) of Government Code Section 54957.6.
- Item 3: CONTRACT NEGOTIATIONS  
Meet and confer with Interim City Administrator Calhoun to give direction regarding contract negotiations with Sunset Cultural Center pursuant to subdivision (a) of Government Code Section 54957.6.

There were no public comments. Council adjourned to Closed Session at 4:35P.M.

Council resumed in open session at 5:45P.M.

## **ROLL CALL**

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

Absent: None

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

Mayor Burnett led the pledge of allegiance.

Mayor Burnett stated that there were no announcements on Closed Session Items 1 and 2 and that Closed Session Item 3 was being continued to Tuesday, March 1, 2016 at 4:00P.M.

## **WORK STUDY SESSION**

Item 4: AB 1095 Receive and discuss Cost of Services Study.

Eric Johnson of Revenue Cost Specialists provided a report on the Draft Cost of Services Study.

Council and public discussion followed.

The following members of the public spoke on Item 4:

- Jonathan Sapp
- Richard Kreitman
- Monta Potter
- Dave Mosley
- Jim Emery
- Stephen Mooror
- Yvonne Bowen

Mayor Burnett announced that there would be two more staff led workshops to review the Cost of Services Study.

No action was taken.

**ADJOURNMENT**

There being no further business, Mayor Burnett adjourned the meeting at 7:00P.M.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jason Burnett, Mayor

\_\_\_\_\_  
Ashlee Wright, City Clerk

**MINUTES  
CITY COUNCIL REGULAR MEETING  
CARMEL-BY-THE-SEA**

**Tuesday, March 1, 2016**

Mayor Burnett called the meeting to order at 4:05P.M.

**ROLL CALL**

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

Absent: None

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

**PUBLIC APPEARANCES**

There were no public appearances.

Mayor Burnett announced the continued Closed Session item.

Item1: CONTRACT NEGOTIATIONS  
Meet and confer with Interim City Administrator Calhoun to give direction regarding contract negotiations with Sunset Cultural Center pursuant to subdivision (a) of Government Code Section 54957.6.

Council adjourned to Closed Session at 4:06P.M. Council resumed in Open Session at 4:35P.M.

**ROLL CALL:**

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

Absent: None

Staff Present: Chip Rerig, City Administrator  
Mike Calhoun, Public Safety Director  
Janet Bombard, Library and Community Activities Director  
Sharon Friedrichsen, Director of Budgets and Contracts  
Paul Tomasi, Police Commander  
Marc Weiner, Senior Planner  
Rob Mullane, Public Works Director

City Administrator Chip Rerig led the pledge of allegiance.

Mayor Burnett swore City Administrator Chip Rerig in.

### **EXTRAORDINARY BUSINESS**

**Item 1:** Mayor Burnett recognized and honored Mike Calhoun for his service as interim City Administrator. Mayor Burnett recognized Dale Hekhuis for his service to the Peninsula and led the Council and community in a moment of silence for his passing.

**Item 2:** Marc Weiner introduced new employee Shoshana Wangerin, Permit Technician to the Council and the community.

### **ANNOUNCEMENTS**

City Attorney Don Freeman announced the Closed Session Items from February 29, 2016 and stated that Council had received an update and provided direction on Items 1 and 2 and that Item 3 would be continued.

Mayor Burnett provided clarification on the process for the lease agreement negotiations with Sunset Center.

City Attorney Don Freeman provided supplemental information to Mayor Burnett's clarification.

Council Member Beach provided a report on the Transportation Agency of Monterey County sales tax investment meeting she attended.

Mayor Burnett provided background information on the Transportation Agency of Monterey County sales tax investment plan.

Mayor Pro Tem Talmage announced the upcoming Panetta Lecture Series at Sunset Center.

City Administrator Chip Rerig thanked the Council and the community for its confidence and expressed gratitude to Public Safety Director Mike Calhoun for his leadership and mentorship.

Mayor Pro Tem Talmage announced that Gourmet Fest was a success and recommended more off season events.

Mayor Burnett announced that he will be hosting a meeting about the work he has done on water issues. He stated a Cost of Services workshop had been held the previous night and that two more staff led workshops would be held in the future.

Council Member Beach spoke about the Cost of Services workshop.

Mayor Burnett announced that example propane devices had been placed in the lobby of City Hall for public view and that there will be staff led demonstrations of the propane devices to demonstrate the project.

**Item 3:** Centennial Committee update: Sue McCloud provided a presentation on Centennial souvenirs and requested input and suggestions from the community.

Tom Brocato announced the official launch of the 100 Photos Projects. Barbara Livingston announced that the Centennial Celebration will culminate with a street dance on Dolores between Ocean and 7<sup>th</sup>.

Council Member Theis requested that the Centennial Committee provide information on how groups who cannot afford floats can participate in the parade.

## **PUBLIC APPEARANCES**

The following spoke during Public Appearances:

- Barbara Livingston
- A representative of Monterey Peninsula Veteran's (no name given)
- Stacey Meheen
- Gary Richard Arnold
- Teresa Bradford
- Karen Ferlito
- Paul Rodriguez
- Judy Refuerzo
- Christine Sandin
- Stephen Moorer
- Cindy Lloyd
- Mike Brown

---End Public Appearances--

## **CONSENT AGENDA**

**Action:** Upon a motion made by Mayor Pro Tem Talmage, seconded by Council Member Dallas, Council unanimously approved the Consent Calendar with the exception of Items 6, 7, 8, 13 and Item 5 which was continued to a future Council meeting as follows:

- Item 4: Minutes for the January 27, 2016 Special Council Meeting, February 1, 2016 Special Council Meeting, and February 2, 2016 Regular Meeting. **Approved, 5:0**
- Item 5: Check Register for the Month of January. **Continued, 5:0**
- Item 9: AB 1098 Consideration of a resolution authorizing a fee waiver in the amount of \$1,575 for the 6<sup>th</sup> Annual Run in the Name of Love 5K and 2K event to be held June 19, 2016. **Adopted Resolution 2016-014, 5:0**
- Item 10: AB 1099 Consideration of a resolution authorizing 1. The closure of Mission Street between Ocean and 6<sup>th</sup> Avenues, and 2. A fee waiver in the amount of \$1,575 for the 23<sup>rd</sup> Annual Carmel Art Festival to be held May 12 through 15, 2016. **Adopted Resolution 2016-015, 5:0**
- Item 11: AB 1100 Authorization of Amendments to Professional Services Agreement for Contract Planning Services for an Amount Not to Exceed \$78,880. **Adopted Resolutions 2016-016 and 2016-017, 5:0**

Item 12: AB 1101 Award a Contract to Audio Production Group, Inc. for the Sunset Center Audio Replacement and Installation Project. **Adopted Resolution 2016-018, 5:0**

Item 14: AB 1103 Receive an update on revisions made to Council and Board/Commissioner Member handbooks. **Adopted Resolution 2016-019, 5:0**

Public Comment – None

*The following items were pulled by members of the public or by a Council Member and taken up separately:*

- Item 6: Monthly Reports for the Month of January
- 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
  - g. Centennial Committee Calendar

City Forester Mike Branson responded to Council questions and provided clarifications.

Council Member Beach requested a line item in the Forester’s Report about the trees at Forest Theater.

Public Comment

Karen Ferlito and Stephen Moorer spoke on this item.

---End Public Comment---

**Action:** Upon a motion made by Mayor Pro Tem Talmage, seconded by Council Member Beach, Council moved to receive the monthly reports. **5:0**

Item 7: AB 1096 Forest Theater Renovation Project Update.

Council Member Beach requested a more detail report on the Forest Theater construction delays.

Council discussion followed.

Council Member Theis requested a Tour of Inspection of the Forest Theater at an upcoming Council meeting.

Public Comments

Karen Ferlito spoke on this item.

---End Public Comment---

**Action:** Upon a motion made by Council Member Beach, seconded by Council Member Dallas, Council moved to receive the Forest Theater Project Update. **5:0**

Item 8: AB 1097 Authorization of the Mayor to send a letter to the Mayor of Petra, Spain, sister city of Carmel-by-the-Sea inviting the Mayor or an authorized representative to attend the Centennial Celebration.

City Clerk Ashlee Wright responded to Council questions.

Public Comment

Sue McCloud and Bobby Richards spoke on this item.

---End Public Comment---

Council discussion followed.

**Action:** Upon a motion made by Mayor Burnett, seconded by Council Member Theis, Council moved to authorize the Mayor to send a letter to the Mayor of Petra, Spain, sister city of Carmel-by-the-Sea inviting the Mayor or an authorized representative to attend the Centennial Celebration with the added language to the letter "Should you need assistance with travel please contact me or City staff". **Authorized, 5:0**

Item 13: AB 1102 Authorize Issuance of Request for Proposals for Facilitated Evaluation Service.

Mayor Burnett and Council Member Beach provided background information on this item.

Public Comment

Dave Mosley and Barbara Livingston spoke on this item.

---End Public Comments---

Council and City Administrator Chip Rerig discussed the Item and formed an Ad Hoc committee comprised of Council Members Beach and Theis to work with the City Administrator on this Item.

**Action:** Upon a motion made by Council Member Beach, seconded by Vice Mayor Talmage Council moved to authorize the issuance of Request for Proposals for Facilitated Evaluation Service. **Authorized, 5:0**

*Mayor Burnett called a recess at 6:53P.M. At 7:08P.M. the meeting resumed.*

*Item 17 was heard before Items 15 and 16.*

## **ORDERS**

Item 17: AB 1104 Consideration of a proposal (MP 16-002) for the replacement of the

World War I Memorial Bell on the Ocean Avenue median, at the intersection of Ocean Avenue and San Carlos Street.

Marc Weiner, Senior Planner provided the staff report and responded to Council questions.

Public Comment

Paul Rodriguez and Ian Martin spoke on this Item.

---End public Comment---

Council discussion followed.

City Clerk Ashlee Wright provided clarification on the placement of the bell in the Local History Department of the Harrison Memorial Library.

**Action:** Upon a motion made by Mayor Burnett, seconded by Mayor Pro Tem Talmage, Council moved to approve: a proposal (MP 16-002) for the replacement of the World War I Memorial Bell on the Ocean Avenue median, at the intersection of Ocean Avenue and San Carlos Street; under the supervision of the American Legion, the removal, securing and public display of the current bell from 1692; the American Legion inviting a representative from the Carmel Mission to observe the removal to ensure the bell receives the respect the Catholic Church bestows on Mission Bells; that upon the removal of the bell it be placed in the custody of the Harrison Memorial Library and stored securely in the Local History Department at the Park Branch on Mission Street and 6<sup>th</sup> Avenue; the stewardship of the Centennial Bell will be maintained by the City in cooperation with the American Legion, in recognition and gratitude for the long-standing tradition of joint guardianship and responsibility for the World War I Memorial Arch, which can be traced back to October 11, 1921, when the City granted permission for the Memorial to be built on Ocean Avenue, and November 11, 1921, when the American Legion laid the cornerstone; that the Centennial Bell will be rung at 11:00A.M. on Memorial Day and Veteran's Day by members of the American Legion Post 512, per tradition, and on other public occasions and celebrations as agreed to by the Legion Post and Carmel community; the Historic Resources Board's final approval of the Centennial shop drawings and bell mounting details before the bell is cast and hung; and the engagement of a historic architect at a cost to the City to review and vet the project. **Approved, 5:0**

Item 15: Receive a presentation from TAMC on Holman Highway 68 Roundabout construction.

Arianna Greene of the Transportation Agency of Monterey County gave a presentation.

Council discussion followed.

Public Comment

Monta Potter spoke on this item.

---End Public Comment

**Action:** Presentation received.

Item 16: Receive a presentation from the Monterey County Convention & Visitors Bureau on the mid-year report.

Rob O'Keefe, Chief Marketing Officer, for the Monterey County Convention and Visitors Bureau gave a presentation.

Council discussion and questions followed.

Public Comment

Barbara Livingston and Bobby Richards spoke on this item.

---End Public Comment---

Council discussion followed.

**Action:** Presentation received.

#### **FUTURE AGENDA ITEMS**

- Tour of Inspection of Forest Theater.
- Propane fire ring inspection.

#### **ADJOURNMENT**

There being no further business Mayor Burnett adjourned the meeting at 9:09pm.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jason Burnett, Mayor

\_\_\_\_\_  
Ashlee Wright, City Clerk

**MINUTES  
SPECIAL MEETING  
TUESDAY, MARCH 15, 2016  
4:30 P.M.**

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

**ROLL CALL**

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

Absent: None

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

**PUBLIC APPEARANCES**

- Stephen Moorer

---End Public Appearances---

**ORDERS**

Item 1: Annual presentation of the City of Carmel-by-the-Sea's Fiscal Year 2016/17 draft Capital Improvement Plan.

City Administrator Chip Rerig provided the report.

Council discussion and questions followed. Staff responded to Council questions and provided clarifications.

**Public Comments**

The following members of the public spoke on Item 1:

- Barbara Livingston
- Skip Lloyd

- Richard Kreitman
- Karen Ferlito
- Joyce Stephens
- Dave Mosley
- Jane Diamond

---End Public Comment---

Further Council discussion and questions followed. Staff responded to Council questions and provided clarifications.

Mayor Burnett called a recess at 5:50P.M. The meeting was resumed at 5:55P.M.

**Action:** Upon a motion made by Mayor Burnett, seconded by Council Member Dallas, Council moved to receive the City of Carmel-by-the-Sea's Fiscal Year 2016/17 draft Capital Improvement Plan. **Received, 5:0**

#### **ADJOURNMENT**

There being no further business Mayor Burnett adjourned the meeting at 6:05P.M.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jason Burnett, Mayor

\_\_\_\_\_  
Ashlee Wright, City Clerk



# CITY OF CARMEL-BY-THE-SEA

April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Paul Wood

**SUBJECT:** Check Register for the Months of January and February 2016

<b>AMOUNT OF EXPENDITURE</b>	\$ N/A
<b>AMOUNT BUDGETED</b>	\$ N/A
<b>APPROPRIATION REQUIRED</b>	\$ N/A

## RECOMMENDATION

Approve Summary of Check Register.

## SUMMARY

Attached is the Summary Report of Check Register for January and February 2016

## PRIOR CITY COUNCIL ACTION

Approved.

## ATTACHMENTS

1. Check Register for the Month of January 2016
2. Check Register for the Month of February 2016

**APPROVED:** 

\_\_\_\_\_  
Chip Rerig, City Administrator

Date: 3.30.16

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132158	1/25/2016	ADAMSON POLICE PRODUCTS Vendor Total ----->	2,685.21 2,685.21	01 74057	AMMUNITION FOR RANGE		
132084	1/14/2016	AILING HOUSE PEST CONTROL Vendor Total ----->	50.00 50.00	01 70050 01 70050	FY 15-16 PEST CONTROL ALL FACILITIES FY 15-16 PEST CONTROL ALL FACILITIES		
132159	1/25/2016	AIR EXCHANGE, INC. Vendor Total ----->	572.90 116.71	01 72050 01 72050	8 INCH GRABBER LOWER HOSE AND 4 INCH HOSE CLAMPS	5,734.00	10,048.00
132085	1/14/2016	ALHAMBRA Vendor Total ----->	42.13 42.13	01 64053	ACCOUNT:51286936 WATER SERVICE CITY HALL		
132086	1/14/2016	ALHAMBRA Vendor Total ----->	105.05 105.05	01 80026 01 70044	WATER SERVICE FOR POLICE DEPT 6 CASES FLORAL SFT TP/10 CASES WHITE FOLD TOWELS		
132161	1/25/2016	AMERICAN LOCK & KEY Vendor Total ----->	1,287.48 1,287.48	01 70050	SCOUTHOUSE LOCK CHANGE		
132162	1/25/2016	ARROW INTERNATIONAL Vendor Total ----->	49.01 49.01	07 73603	NEEDLES FOR AMBULANCE		
132163	1/25/2016	AT&T TELECONFERENCE SERVICES Vendor Total ----->	1,217.71 127.82	01 80036 01 80036	TELECONFERENCE SERVICES DEC 2015 #18149475-00001		
132087	1/14/2016	AT&T	10,270.54	01 80036	TELEPHONE SERVICE ALL DEPARTMENTS		
132087	1/14/2016	AT&T	2,247.33	01 80036	TELEPHONE SERVICE ALL DEPARTMENTS		
132164	1/25/2016	AT&T Vendor Total ----->	82.95 12,600.82	01 80036	T-1 PHONE LINES AT THE PD		
132218	1/27/2016	ANNA AUBUCHON	75.46	01 80038	REPLENISH PETTY CASH:POSTAGE/MBANG MGR LUNCH/		
132218	1/27/2016	ANNA AUBUCHON	21.50	01 64033	REPLENISH PETTY CASH:POSTAGE/MBANG MGR LUNCH/		
132218	1/27/2016	ANNA AUBUCHON Vendor Total ----->	106.79 203.75	01 60207	REPLENISH PETTY CASH:POSTAGE/MBANG MGR LUNCH/		
132219	1/27/2016	AUDIO PRODUCTION GROUP-APG Vendor Total ----->	4,402.49 4,402.49	40 82801	SUNSET CENTER DIGITAL SOUND BOARD		
132165	1/25/2016	BAUER COMPRESSORS Vendor Total ----->	980.00 980.00	01 72049	ANNUAL PM SERVICE		
132088	1/14/2016	BOOTS ROAD GROUP LLC Vendor Total ----->	933.13 933.13	01 67053	WEBSITE MAINT.JULY 1, 2015-DEC. 31, 2015	42,275.91	46,000.00
132089	1/14/2016	BOUND TREE MEDICAL LLC	310.60	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132089	1/14/2016	BOUND TREE MEDICAL LLC	211.72	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132166	1/25/2016	BOUND TREE MEDICAL LLC	223.22	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132166	1/25/2016	BOUND TREE MEDICAL LLC Vendor Total ----->	21.70 767.24	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC.	7,823.13	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC.	1,700.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC.	670.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC.	1,410.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC.	8,397.33	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132220	1/27/2016	BURGHARDT-DORE ADVERTISING, INC. Vendor Total ----->	370.23 20,370.69	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND	63,220.40	120,000.00
132090	1/14/2016	BURKE, WILLIAMS & SORENSEN, LLP Vendor Total ----->	8,181.92 8,181.92	01 61051	LEGAL FEES:LABOR RELATIONS AND EMPLOY LAW SERVICES	116,999.30	no stated limit
132221	1/27/2016	CAL-AM WATER COMPANY Vendor Total ----->	5,997.39 5,997.39	01 80026	FY 2015-16 WATER SERVICE-ALL CITY PROPERTY		

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132167	1/25/2016	CALIF BUILDING STANDARDS COMMISSION Vendor Total ----->	271.44	50 24050 0408	QUARTERLY BUILDING STANDARDS ADMINISTRATIONI SPECI		
132168	1/25/2016	CALTRONICS BUSINESS SYSTEMS INC Vendor Total ----->	271.44	01 74053	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
132168	1/25/2016	CALTRONICS BUSINESS SYSTEMS INC Vendor Total ----->	34.89	01 67042	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
132169	1/25/2016	CALTRONICS BUSINESS SYSTEMS Vendor Total ----->	69.78	01 69051	PP&B KONICA COPIER CONT#CN85676-01 MONTHLY USAGE		
132170	1/25/2016	CARMEL PINE CONE Vendor Total ----->	155.80	01 64040	LEGAL AD: MED MARIJUANA ORDINANCE		
132170	1/25/2016	CARMEL PINE CONE	495.00	01 64040	LEGAL AD: HID ORDINANCE		
132170	1/25/2016	CARMEL PINE CONE Vendor Total ----->	202.50	01 64040	LEGAL AD: HOUSING DENSITY AND HID ORDINANCE		
132171	1/25/2016	CARMEL CHAMBER COMMERCE Vendor Total ----->	1,417.50	01 85304	VISITOR CENTER CITY ALLOCATION(SECOND HALF)		
132172	1/25/2016	CARMEL GARAGE Vendor Total ----->	20,000.00	01 76047	CAR BATTERY FOR PD UNIT 17		
132172	1/25/2016	CARMEL GARAGE Vendor Total ----->	158.31	01 76047	REPAIR RIGHT TAIL LIGHT PLATE#011683 94 FORD		
132173	1/25/2016	CARMEL TOWING & GARAGE Vendor Total ----->	43.84	01 76047	DECEMBER FUEL (PUMPS DOWN)		
132222	1/27/2016	CARMEL OFFICE SUPPLY Vendor Total ----->	212.15	01 78045	ELECTRONIC PLANS TO HARD DRIVE OF SENIC PATHWAY		
132091	1/14/2016	CEMEX Vendor Total ----->	16.28	01 76045	FY 15/16 SAND FOR BAGS TO PREPARE FOR WINTER QUOTE		
132092	1/14/2016	CITY OF MONTEREY	84.86	01 76049	FY 15/16 VEHICLE REPAIRS PARTS AND LABOR		
132092	1/14/2016	CITY OF MONTEREY	2,509.95	01 72053 0006	MONTHLY SERVICE FEES TO PROVIDE INTERIM FIRE ADMIN		
132092	1/14/2016	CITY OF MONTEREY Vendor Total ----->	162,372.33	07 73053 0006	JULY 2015 AGRMT TO PROVIDE INTERIM AMB/ADMINS SVCS		
132093	1/14/2016	COASTAL TPA, INC	7,214.61	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132093	1/14/2016	COASTAL TPA, INC Vendor Total ----->	172,096.89	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132094	1/14/2016	CODE PUBLISHING COMPANY	1,331.85	01 64051	CARMEL MUNICIPAL CODE UPDATES-ELEC ONLY 12/31/15		
132094	1/14/2016	CODE PUBLISHING COMPANY Vendor Total ----->	646.40	01 64051	CARMEL MUNI CODE WEB HOSTING JAN 2016-JAN 2017		
132095	1/14/2016	CONTRACT OFFICE GROUP, INC. Vendor Total ----->	1,978.25	01 70920	2CHAIRS, TABLE& SHIPPING-PW OFFICE MODERNIZATION		
132174	1/25/2016	COMCAST Vendor Total ----->	95.50	01 67053	HIGH SPEED INTERNET AND CABLE TV FOR PD		
132223	1/27/2016	COMCAST Vendor Total ----->	682.46	01 67053	FY 2015-16 MONTHLY FEE FOR INTERNET/CABLE SERVICE		
132096	1/14/2016	COPIES BY-THE-SEA Vendor Total ----->	109.98	01 69039	PC # 10 INV. 1009		
132096	1/14/2016	COPIES BY-THE-SEA	78.42	01 64039	FY 15-16 CITY CLERK PRINTING: AGENDAS-REG & SPECIAL		
132096	1/14/2016	COPIES BY-THE-SEA Vendor Total ----->	120.00	01 69039	PC DECEMBER		
132096	1/14/2016	COPIES BY-THE-SEA Vendor Total ----->	219.51	01 74039	EMERGENCY PLAN COPIES		
132175	1/25/2016	COPWARE INC. Vendor Total ----->	197.26	01 74039	2016 COPWARE CALIFORNIA CODES SITE LICENSE &		
132224	1/27/2016	CORBIN WILLITS SYSTEM Vendor Total ----->	234.37	01 67053	FY 2015-16 MOM SOFTWARE-MONTHLY MANAGED SERVICE		
132097	1/14/2016	DAVE'S REPAIR SERVICE	771.14	01 70050	FY 15-16 MONTHLY SITE INSPECTION GAS/DIESEL TANKS		
132097	1/14/2016	DAVE'S REPAIR SERVICE	615.00	01 70050	FY 15-16 MONTHLY SITE INSPECTION GAS/DIESEL TANKS		
132097	1/14/2016	DAVE'S REPAIR SERVICE Vendor Total ----->	720.79	01 70050	FY 15-16 MONTHLY SITE INSPECTION GAS/DIESEL TANKS		
			720.79	01 70050		5,240.53	86,949.48

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132176	1/25/2016	DAVE'S REPAIR SERVICE	80.00	01 76053	MONTHLY SI INSPECTION FOR DEC 2015		
		Vendor Total ----->	2,005.84				
132098	1/14/2016	DAVID SANDYS CPA, CLPF	200.00	01 63053	CITY TREASURER SERVICES FY1516	1,400.00	2,400.00
		Vendor Total ----->	200.00				
132177	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES	44.08	01 72053	CONTRACT 25181881 COPIER LEASE AMBULANCE		
132177	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES	43.91	07 73053	CONTRACT 25181881 COPIER LEASE AMBULANCE		
		Vendor Total ----->	87.99				
132178	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES INC	414.69	01 67053	FY15-16 COPIER LEASE CONTRACT #25181534 CITY HALL		
132178	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES INC	8.46	01 67032	FY15-16 COPIER LEASE CONTRACT #25181534 CITY HALL		
		Vendor Total ----->	423.15				
132179	1/25/2016	DE LAGE LANDEN	8.23	01 74053	FY 15-16 COPIER LEASE POLICE DEPT #25284301		
		Vendor Total ----->	8.23				
132180	1/25/2016	DE LAGE LANDEN	98.85	01 67053	FY 15-16 COPIER LEASE PUBLIC WORKS #25214539		
		Vendor Total ----->	98.85				
132181	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES	194.93	01 69053	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
132181	1/25/2016	DE LAGE LANDEN FINANCIAL SERVICES	6.03	01 67032	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
		Vendor Total ----->	200.96				
132182	1/25/2016	DEPT. OF CONSERVATION	779.87	50 24050 0401	QUARTERLY STRONG MOTION INSTRUMENTATION AND		
		Vendor Total ----->	779.87				
132183	1/25/2016	DEPARTMENT OF JUSTICE	358.00	50 24050 0534	DECEMBER 2015 CITIZEN LIVESCAN FINGERPRINTING		
132183	1/25/2016	DEPARTMENT OF JUSTICE	292.00	01 67110	CITY LIVESCAN APPLICANTS		
		Vendor Total ----->	650.00				
132099	1/14/2016	DFM ASSOCIATES	53.75	01 64053	2016 CALIFORNIA ELECTIONS CODE PAPERBACK		
		Vendor Total ----->	53.75				
132100	1/14/2016	D & M POLYGRAPH	265.00	01 67110	POLYGRAPH FOR POLICE OFFICER APPLICANT DAVID		
		Vendor Total ----->	265.00				
132101	1/14/2016	DOCTORS ON DUTY MEDICAL CLINICS	40.00	01 67110	PREEMPLOYMENT MED SCREENING - AIELLO LIBRARY		
		Vendor Total ----->	40.00				
132102	1/14/2016	ERICKSON AUTOMOTIVE & 4X4	296.66	01 76049	PARTS AND LABOR FOR REAR SUPER PREMIUM CERAMIC		
		Vendor Total ----->	296.66				
132103	1/14/2016	AL FASULO FASULO INVESTIGATIONS	2,475.00	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES		
132184	1/25/2016	AL FASULO FASULO INVESTIGATIONS	3,850.00	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES	65,095.75	79,200.00
		Vendor Total ----->	6,325.00				
132225	1/27/2016	FEDEX	11.73	01 80038	POSTAGE PUBWORKS CONTRACT & LAW CONTRACT		
		Vendor Total ----->	11.73				
132185	1/25/2016	FOUR LEAF INC.	2,308.75	01 69051	FY 15-16 PBD PERMIT TECHICIAN SERVICES		
132185	1/25/2016	FOUR LEAF INC.	3,843.75	01 69051	FY 15-16 INCREASE	140,817.74	172,000.00
		Vendor Total ----->	6,152.50				
132104	1/14/2016	GCS ENVIRONMENTAL EQUIPMENT SERVICES	2,064.25	01 76047	QUOTE FOR GUTTER BROOMS AND MIRROR FOR ST.SWEEPER		
		Vendor Total ----->	2,064.25				
132105	1/14/2016	GRANITE ROCK COMPANY	662.91	01 76045	QUOTE FOR 6 TONS OF COLD MIX ASPHALT		
132105	1/14/2016	GRANITE ROCK COMPANY	434.52	01 76045	QUOTE FOR SANDBAGS		
		Vendor Total ----->	1,097.43				
132186	1/25/2016	GRANICUS, INC.	521.90	50 24050 0804	REPLACE CHECK 128231 4/15/14		
		Vendor Total ----->	521.90				
132226	1/27/2016	GREENSCAPE CALIFORNIA	2,160.00	01 70050	REMOVE MATERIALS & WEED FABRIC FOR PLANTERS @ PD		
		Vendor Total ----->	2,160.00				
132187	1/25/2016	GRIGGS NURSERY	232.47	01 78045	PURCHASE 2 5 GAL PLANTS FORESTRY		
132187	1/25/2016	GRIGGS NURSERY	348.71	01 78045	PURCHASE 3 15 GAL PLANTS FORESTRY		
		Vendor Total ----->	581.18				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132188	1/25/2016	HARRIS INTERACT Vendor Total ----->	1,170.72	01 74053	ANNUAL MAINTENANCE FOR 2016		
132106	1/14/2016	HARDEE INVESTIGATIONS Vendor Total ----->	1,170.72	01 67110	PRE-EMPLOYMENT POLYGRAPH SERVICES FOR VALENCIANO		
132107	1/14/2016	HF&H CONSULTANTS, LLC Vendor Total ----->	275.00	01 76050	PROF FEES-NEGOTIATIONS WITH GREEN WASTE MGMT		
132227	1/27/2016	HF&H CONSULTANTS, LLC Vendor Total ----->	275.00	01 76050	SOLID WASTE ORDINANCE/TECHNICAL ASSISTANCE		
132189	1/25/2016	STEPHEN HINTON, CSS Vendor Total ----->	5,106.83	01 70050	BATTERY CHANGE & TEST, PANIC ALARMS @ VARIOUS LOCA		
132189	1/25/2016	STEPHEN HINTON, CSS Vendor Total ----->	235.00	01 70050	REPAIR REAR DOOR ACCESS CONTROL LOCK @PD	5,341.83	15,500.00
132228	1/27/2016	ID CONCEPTS Vendor Total ----->	5,341.83	01 67110	CITY EMPLOYEE IDENTIFICATION CARDS		
132190	1/25/2016	INTOXIMETERS Vendor Total ----->	763.49	01 74050	REPAIR OF PAS MACHINE		
132108	1/14/2016	J H DOUGLASS & ASSOCIATES Vendor Total ----->	166.87	01 69051	PREPARE HOUSING ELEMENT UPDATE REPORT		
132108	1/14/2016	J H DOUGLASS & ASSOCIATES Vendor Total ----->	166.87	01 69051	INCREASE CONTRACT 12/9/15	6,795.00	25,575.00
132229	1/27/2016	KNAPP HARDWARE Vendor Total ----->	5,045.00	01 78045	FY 15-16 FORESTRY SUPPLIES		
132229	1/27/2016	KNAPP HARDWARE Vendor Total ----->	1,750.00	01 78045	FY 15-16 FORESTRY SUPPLIES		
132191	1/25/2016	LAW ENFORCEMENT Vendor Total ----->	88.45	01 67110	PSYCHOLOGICAL ASSESSMENT, WRITTEN PSYCHOLOGICAL		
132192	1/25/2016	L.C. ACTION POLICE SUPPLY Vendor Total ----->	375.00	40 74803	BLACKHAWK SINGLE POINT SLING		
132154	1/14/2016	LEGACY ROOFING & WATERPROOFING INC. Vendor Total ----->	32.59	13 70906	FY 15-16 CORRECTION	76,711.55	93,338.00
132109	1/14/2016	LENOVO.COM Vendor Total ----->	26,132.98	01 70920	COMPUTERS/MONITORS/IT EQUIP FOR PUBWORKS REMODEL		
132110	1/14/2016	LIU OF NA Vendor Total ----->	10,151.75	01 67021	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	220.01	01 76021	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	1,100.16	01 78021	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	440.13	01 82021	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	220.01	01 84021	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	1,100.16	01 21285	LIUNA PENSION FUND CONTRIBUTIONS DEC2015		
132110	1/14/2016	LIU OF NA Vendor Total ----->	3,608.41	01 688.88	DECEMBER WEBSITE USAGE		
132111	1/14/2016	LP POLICE Vendor Total ----->	6,688.88	01 74053	REFUND OF LOT AD/LOT MERGER FEE		
132193	1/25/2016	FRANK LUCIDO Vendor Total ----->	25.00	01 33405	QUOTE FOR 4-3 HOLE SPLIT RAIL POSTS		
132112	1/14/2016	M.J.MURPHY Vendor Total ----->	589.00	01 76045	FY 15-16 EOC RELATED IT CHARGES		
132113	1/14/2016	MARTECH INC Vendor Total ----->	589.00	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132113	1/14/2016	MARTECH INC Vendor Total ----->	68.33	01 74053	FY 15-16 EOC RELATED IT CHARGES		
132113	1/14/2016	MARTECH INC Vendor Total ----->	68.33	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	344.70	01 74053	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	55.30	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	172.35	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	323.16	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	344.70	01 72601	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	344.70	01 74053	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	27.65	01 74053	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	51.84	01 74053	FY 15-16 EOC RELATED IT CHARGES		
132194	1/25/2016	MARTECH INC Vendor Total ----->	55.30	01 74053	FY 15-16 EOC RELATED IT CHARGES		

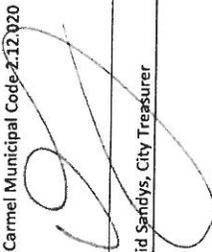
Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132194	1/25/2016	MARTECH INC Vendor Total ----->	55.30 1,775.00	01 74053	FY 15-16 EOC RELATED IT CHARGES	272,776.10	285,000.00
132114	1/14/2016	MCNICKLE CONSTRUCTION Vendor Total ----->	667.44 667.44	01 33404 0001	REFUND OF DOUBLE PAYMENT OF \$667.44 FOR BP 15-407		
132195	1/25/2016	MERRITT COMMUNICATIONS Vendor Total ----->	593.62 593.62	01 67170	PLANTRONICS ERGONOMIC HEADSETS FOR DISPATCH		
132230	1/27/2016	MEYERS/NAVE PROFESSIONAL LAW CORP Vendor Total ----->	22,612.40 22,612.40	01 61051 0071	PG&E GAS EXPLOSION PROF SERVICES FOR DEC2015	259,490.35	no stated limit
132196	1/25/2016	MONTEREY COUNTY HERALD	598.01	01 67100	RECRUITMENT AD:SENIOR PLANNER & PERMIT TECHNICIAN		
132196	1/25/2016	MONTEREY COUNTY HERALD	525.59	40 67801	LEGAL AD:RFP FINANCE SYSTEM		
132196	1/25/2016	MONTEREY COUNTY HERALD Vendor Total ----->	814.01 1,937.61	01 67100	RECRUITMENT AD:LIBRARY AND COMM ACTIVITES DEPT		
132197	1/25/2016	COUNTY OF MONTEREY	7,020.00	08 91813	2016 QUARTER 2 NGEN OPERATIONS & MAINTENANCE/		
132197	1/25/2016	COUNTY OF MONTEREY Vendor Total ----->	6,708.37 13,728.37	08 91817	2016 QUARTER 2 NGEN OPERATIONS & MAINTENANCE/		
132115	1/14/2016	MTRY COUNTY CONVENTION & VISITORS BUREAU Vendor Total ----->	38,679.50 38,679.50	01 85203	MCCVB CONTRACT/JURISDICTION INVESTMENT FY15/16		
132231	1/27/2016	MONTEREY REGIONAL WATER Vendor Total ----->	14,585.76 14,585.76	01 76055	FY 15-16 GENERAL FUND CONTRIBUTION		
132116	1/14/2016	MONTEREY BAY ANALYTICAL SERVICES Vendor Total ----->	5,050.00 5,050.00	01 76055	ANALYZE THE STORMWATER SOURCE TRACKING SAMPLES		
132117	1/14/2016	MONTEREY BAY TELECOMM SERVICES	118.75	01 74050	TROUBLESHOOT AND REPAIR TO ADMIN LINE		
132117	1/14/2016	MONTEREY BAY TELECOMM SERVICES	95.00	01 72050	REPAIR TO 9-1-1 PHONE OUTSIDE FIRE DEPT		
132198	1/25/2016	MONTEREY BAY TELECOMM SERVICES	142.50	01 74050	MEET WITH AT&T TECH TO RESTORE LINE TO 9-1-1		
132198	1/25/2016	MONTEREY BAY TELECOMM SERVICES Vendor Total ----->	95.00 451.25	01 74050	TROUBLESHOOT AND REPAIR ANI ALL LINES		
132118	1/14/2016	MONTEREY BAY PLANNING SERVICES Vendor Total ----->	5,272.50 5,272.50	13 76904	CIP:CONSULTANT RIO PARK/LARSEN FIELD PROJECT	41,232.31	50,000.00
132232	1/27/2016	MONTEREY PEN REGIONAL WATER AUTHORITY Vendor Total ----->	4,621.00 4,621.00	01 60033	FAIR SHARE COSTS FOR JPA FY15-16 OPER BUDGET		
132155	1/14/2016	MONTEREY REGIONAL WASTE MGMT DISTRICT Vendor Total ----->	3,500.00 3,500.00	01 80026	CBTS PARTICIPATION IN CENTRAL COAST RECYCLING		
132119	1/14/2016	MUNICIPAL MAINTENANCE EQUIPMENT Vendor Total ----->	4,073.43 4,073.43	40 74903	DIFFERENCE OF UNPAID AMOUNT OF SCOOTER		
132199	1/25/2016	MUNIRMUNIR CONSTRUCTION	350.00	01 70050	REMOVAL OF LOOSE WOOD FROM EXPOSED TERMITE TUNNELS		
132233	1/27/2016	MUNIRMUNIR CONSTRUCTION	1,266.00	01 70050	REMOVED&DISPOSED OF TARP @ PD		
132233	1/27/2016	MUNIRMUNIR CONSTRUCTION	100.00	01 70050	REMOVED OLD INTAKE DUCT WORK OUTSIDE OF PD		
132233	1/27/2016	MUNIRMUNIR CONSTRUCTION	230.00	01 70050	CHISLED OFF OLD ROOFING PATCH & TAR COVERED HOLES		
132233	1/27/2016	MUNIRMUNIR CONSTRUCTION	100.00	01 70050	TEMP SEAL OF DRAINS W/ALUMINUM TAPE @ PD		
132233	1/27/2016	MUNIRMUNIR CONSTRUCTION Vendor Total ----->	229.00 2,275.00	01 70050	SEAL OFF BACK DOOR AND WINDOWS RESTACK SANDBAGS		
132120	1/14/2016	NANCY'S MID VLY FLORIST Vendor Total ----->	65.18 65.18	01 60207	MEMORIAL FLOWERS KIMBERLY MUCATO (DEATH OF FATHER)		
132121	1/14/2016	NEILL ENGINEERS CORP. Vendor Total ----->	200.00 200.00	01 62053	CITY ENGINEER SERVICES FY15/16	1,400.00	2,400.00
132122	1/14/2016	NEXTEL COMMUNICATIONS Vendor Total ----->	1,701.22 1,701.22	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
132123	1/14/2016	NOVA MANAGEMENT INC.	455.52	01 78050	TEMPORARY STAFFING PERTAINING TO BEACH CLEANUP		
132200	1/25/2016	NOVA MANAGEMENT INC. Vendor Total ----->	607.36 1,062.88	01 78050	TEMPORARY STAFFING PERTAINING TO BEACH CLEANUP	2,410.46	20,000.00

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132124	1/14/2016	OCCU-MED LTD.	391.50	01 67110	PRE EMPLOYMENT MEDICAL SERVICES LAURIE/VALENCIANO		
132124	1/14/2016	OCCU-MED LTD.	771.00	01 67110	PRE EMPLOYMENT MEDICAL SERVICES LAURIE/VALENCIANO		
		Vendor Total ----->	1,162.50				
132125	1/14/2016	OFFICE DEPOT, INC.	76.73	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	46.13	01 69043	FY 15-16 OFFICE SUPPLIES		
132125	1/14/2016	OFFICE DEPOT, INC.	14.14	01 69043	FY 15-16 OFFICE SUPPLIES		
132125	1/14/2016	OFFICE DEPOT, INC.	19.13	01 69043	FY 15-16 OFFICE SUPPLIES		
132125	1/14/2016	OFFICE DEPOT, INC.	(10.86)	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	13.04	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	182.27	01 74043	OFFICE SUPPLIES FOR PD		
132125	1/14/2016	OFFICE DEPOT, INC.	88.42	01 69043	FY 15-16 OFFICE SUPPLIES		
132125	1/14/2016	OFFICE DEPOT, INC.	48.87	01 69043	FY 15-16 OFFICE SUPPLIES		
132125	1/14/2016	OFFICE DEPOT, INC.	83.73	01 76043	15-16 OFFICE SUPPLIES PUBLIC WORKS DEPT		
132125	1/14/2016	OFFICE DEPOT, INC.	48.62	01 76043	15-16 OFFICE SUPPLIES PUBLIC WORKS DEPT		
132125	1/14/2016	OFFICE DEPOT, INC.	153.46	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	(21.72)	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	26.07	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132125	1/14/2016	OFFICE DEPOT, INC.	30.31	01 74042	USB CARD READER		
132125	1/14/2016	OFFICE DEPOT, INC.	57.51	01 74042	SUPPLIES FOR FOR ECC MANAGEMENT BINDERS		
132201	1/25/2016	OFFICE DEPOT, INC.	39.08	01 69043	FY 15-16 OFFICE SUPPLIES		
132201	1/25/2016	OFFICE DEPOT, INC.	58.62	01 78045	BLANKET PO FOR MISC. FORESTRY OFFICE SUPPLIES		
132201	1/25/2016	OFFICE DEPOT, INC.	7.14	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132201	1/25/2016	OFFICE DEPOT, INC.	29.33	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132201	1/25/2016	OFFICE DEPOT, INC.	14.29	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132201	1/25/2016	OFFICE DEPOT, INC.	58.65	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	26.71	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	38.01	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	32.58	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	26.05	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	53.41	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	76.01	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	65.15	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132234	1/27/2016	OFFICE DEPOT, INC.	52.11	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
		Vendor Total ----->	1,432.99				
132126	1/14/2016	PACIFIC GAS & ELECTRIC CO	7,667.00	01 80026	FY 15/16: GAS & ELECTRIC SERVICES ALL FACILITIES		
		Vendor Total ----->	7,667.00				
132202	1/25/2016	PACIFIC CREDIT SERVICES INC.	24.00	01 67110	CREDIT REPORT FOR POLICE OFFICER CITY		
		Vendor Total ----->	24.00				
132127	1/14/2016	PACIFIC GAS & ELECTRIC	107.71	01 80026	FLANDERS: GAS & ELECTRIC SERVICE		
132127	1/14/2016	PACIFIC GAS & ELECTRIC	361.33	01 80026	FY 15-16 INCREASE		
		Vendor Total ----->	469.04				
132128	1/14/2016	PACIFIC GAS & ELECTRIC	15.54	01 80026	SCENIC RESTROOMS: GAS & ELECTRIC SERVICE		
		Vendor Total ----->	15.54				
132129	1/14/2016	PELICAN PRODUCTS, INC.	5.00	01 72054	WARRANTY REPAIR ON AMBULANCE FLASHLIGHT - COST FOR		
		Vendor Total ----->	5.00				
132130	1/14/2016	PENINSULA FENCE CO.	2,275.00	13 76909	QUOTE FOR CHAIN LINK FENCE INSTULATION @ SUNSET		
		Vendor Total ----->	2,275.00				
132131	1/14/2016	PENINSULA MESSENGER SERVICE	3,993.00	01 80204	FY 15-16 MAIL SORTING AND DELIVERY CONTRACT		
		Vendor Total ----->	3,993.00				
132132	1/14/2016	PENINSULA WELDING & MEDICAL SUPPLY, INC	21.63	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
		Vendor Total ----->	21.63				
						15,972.00	37,125.00

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132132	1/14/2016	PENINSULA WELDING & MEDICAL SUPPLY, INC	63.00	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
132203	1/25/2016	PENINSULA WELDING & MEDICAL SUPPLY, INC	21.63	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
132203	1/25/2016	PENINSULA WELDING & MEDICAL SUPPLY, INC	21.63	07 73603	FY 15-16 OXYGEN AND CANNISTER RENTAL AMBULANCE USE		
		Vendor Total ----->	127.89				
132235	1/27/2016	PURCHASE POWER	2,320.99	01 80038	ACCOUNT: 8000-9090-0148-6161. METER REFILL 1/21/16		
		Vendor Total ----->	2,320.99				
132133	1/14/2016	POE'S PLUMBING & BACKFLOW	10,195.00	13 70903	REQUEST FO QQUOTE FOR NEW GAS LINE FOR FIRE PITTS @		
132236	1/27/2016	POE'S PLUMBING & BACKFLOW	1,477.70	01 70045	FAUCET REPLACEMENT @ PD/PW		
		Vendor Total ----->	11,672.70				
132134	1/14/2016	LUKE POWELL	299.20	01 74030	MEAL ALLOWANCE & MILEAGE FOR SGT LUKE POWELL		
		Vendor Total ----->	299.20				
132204	1/25/2016	FRANK AND MAGUERITE PRIMROSE	304.82	01 36276 0010	REFUND APPEAL OF ADMINISTRATIVE DECISION \$304.82		
		Vendor Total ----->	304.82				
132205	1/25/2016	R&S ERECTION OF MONTERE BAY INC	210.00	01 70050	DEL MAR ATY GARAGE REPAIR		
		Vendor Total ----->	210.00				
132135	1/14/2016	RINCON CONSULTANTS INC	5.84	01 69051	FY 15-16 STAFFING-CONTRACT PLANNER		
132135	1/14/2016	RINCON CONSULTANTS INC	11,341.66	01 69051	INCREASE CONTRACT PLANNER, CP&B		
		Vendor Total ----->	11,347.50			270,661.46	304,320.00
132206	1/25/2016	ROTO-ROOTER	597.16	01 70050	EMERGENCY RESPONSE TO SEWAGE @IT OFFICE		
		Vendor Total ----->	597.16				
132237	1/27/2016	RUSS GALLOWAY ELECTRIC INC.	170.00	01 70050	TROUBleshoot BAD OUTLET @ CH/BP		
		Vendor Total ----->	170.00				
132207	1/25/2016	RYAN RANCH PRINTERS	59.74	01 74039	BUSINESS CARDS FOR OFFICER GREG JOHNSON		
132207	1/25/2016	RYAN RANCH PRINTERS	59.74	01 64043	CITY STATIONARY/ENVELOPES/BUSINESS CARDS		
132238	1/27/2016	RYAN RANCH PRINTERS	59.74	01 64043	CITY STATIONARY/ENVELOPES/BUSINESS CARDS		
		Vendor Total ----->	179.22				
132136	1/14/2016	SAME DAY SHRED	32.50	01 74053	64 GALLON BIN SHRED SERVICE		
		Vendor Total ----->	32.50				
132208	1/25/2016	SANTA CLARA COUNTY SHERIFFS OFFICE	113.38	01 74053	COPLINK SOUTH BAY INFORMATION SHARING SYSTEM		
		Vendor Total ----->	113.38				
132209	1/25/2016	SCARBOROUGH LUMBER & BUILDING	53.26	13 78918	SWAGGING TOOL 18"		
132209	1/25/2016	SCARBOROUGH LUMBER & BUILDING	4.83	13 78918	TAPE DUCK 2"X2 OYD WHITE		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	3.22	01 78045	BLEACH CLOROX		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	38.47	01 78045	14 MISC SCREWS @2.39/14 MISC SCREWS @ .45/CMSKT		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	5.37	01 78045	20W BULB		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	44.35	01 78045	MISC SUPPLIES FOR FORESTRY DEPT		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	124.78	01 78045	MISC SUPPLIES FOR FORESTRY DEPT 1		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	4.40	01 78054	STIHL FILLER CAP OIL		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	86.08	01 78045	LED BR BULB 2 @ 39.99 EACH FOR FM		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	18.18	01 78045	1 NUTSETTER/2 ABS FLEX COUP @7.99 EACH		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	0.70	01 78045	MISC SCREWS		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	51.44	01 78045	20 MISC SCREWS @ 2.39 EACH 1		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	33.14	01 70045	1 ALL PURPOSE DUCK TAPE/14 MISC SCREWS @1.70 EACH		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	5.32	01 78045	TREADLOCKER		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	64.56	01 78045	CART LAWN		
132239	1/27/2016	SCARBOROUGH LUMBER & BUILDING	(64.56)	01 78045	CREDIT FOR CART LAWN4.5		
		Vendor Total ----->	473.54				
132137	1/14/2016	SELECT TEMPORARY SERVICES	529.25	01 76050	OUTSIDE LABOR FOR PW		
132137	1/14/2016	SELECT TEMPORARY SERVICES	529.25	01 76050	OUTSIDE LABOR FOR PW		
132210	1/25/2016	SELECT TEMPORARY SERVICES	698.64	01 76050	OUTSIDE LABOR FOR PUBLIC WORKS		

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132210	1/25/2016	SELECT TEMPORARY SERVICES Vendor Total ----->	913.36	01 76050	OUTSIDE LABOR FOR PUBLIC WORKS		
132211	1/25/2016	SIGNATURE GALLERIES Vendor Total ----->	2,670.50	50 24050 0477	2 RECLINERS FOR FIRE/AMBULANCE FROM DONATION		
132138	1/14/2016	SILKE COMMUNICATIONS Vendor Total ----->	3,917.14	40 74903	OUTFITTING OF THE PARKING SCOOTER		
132212	1/25/2016	SIRCHIE FINGER PRINT LABS Vendor Total ----->	3,917.14	01 74054	EVIDENCE BAGS		
132139	1/14/2016	SKIPS ONE STOP MONTEREY Vendor Total ----->	79.10	01 76047	QUOTE FOR NEW CAR BATTERY FOR PD UNIT#15 AND		
132140	1/14/2016	SOBER GRAD NIGHT Vendor Total ----->	126.65	01 60207	QUOTE FOR NEW CAR BATTERY FOR PD UNIT#15 AND		
132141	1/14/2016	SOUTH BAY REGIONAL PUBLIC SAFETY Vendor Total ----->	1,000.00	01 74030	DONATION TO SOBER GRAD NIGHT CARMEL HIGH SCHOOL		
132141	1/14/2016	SOUTH BAY REGIONAL PUBLIC SAFETY Vendor Total ----->	235.00	01 74030	REGISTRATION FEE FOR BASIC TRAFFIC INVESTIGATION		
132213	1/25/2016	SPENCER'S TREE SERVICE Vendor Total ----->	80.00	01 74030	CIT ACADEMY		
132241	1/28/2016	STATE OF CALIFORNIA Vendor Total ----->	315.00	01 78050	REMOVED 1 SMALL DEAD TREE/NW CORNER OF SANCARLOS		
132142	1/14/2016	SUMMIT UNIFORMS Vendor Total ----->	350.00	01 76032	UNDERGROUND STORAGE TANK MAINT ANNUAL RETURN FEE		
132142	1/14/2016	SUMMIT UNIFORMS Vendor Total ----->	274.42	01 74031	UNIFORM PURCHASE FOR VOLUNTEER JIM PROCIDA		
132157	1/15/2016	SUNSET CULTURAL CTR. INC. Vendor Total ----->	316.46	01 74031	UNIFORM PURCHASE FOR VOLUNTEER FELICIA COLTON		
132143	1/14/2016	TRANSUNION RISK & ALTERNATIVE Vendor Total ----->	643.83	01 80900	SUNSET CENTER ENABLING GRANT FISCAL YEAR 15-16	375,000.00	750,000.00
132214	1/25/2016	T-MOBILE Vendor Total ----->	187,500.00	01 74053	MONTHLY INVESTIGATIVE PERSON SEARCHES FOR DECEMBER		
132144	1/14/2016	TORO PETROLEUM Vendor Total ----->	34.00	01 74053	FY 15-16 SERVICE TO CREDIT CARD MACHINES(PARKING)		
132144	1/14/2016	TORO PETROLEUM Vendor Total ----->	142.02	01 76046	QUOTE FOR UNLEADED GASOLINE		
132156	1/14/2016	TORO PETROLEUM Vendor Total ----->	8,326.86	01 76046	CK# 132144 Reversed		
132145	1/14/2016	TRUCKSIS ENTERPRISES, INC. Vendor Total ----->	(8,326.86)	01 76046	UNLEADED GASOLINE 3985 GALLONS PUBLIC WORKS		
132146	1/14/2016	ULINE SHIPPING SUPPLY SPECIALISTS Vendor Total ----->	7,373.89	01 80400	MAJORCA FLAG FOR CENTENNIAL CELEBRATION		
132147	1/14/2016	UNION BANK OF CALIFORNIA Vendor Total ----->	395.53	01 76057	QUOTE FOR SAFETY EQUIPMENT,GLOVES,VESTS		
132148	1/14/2016	UPBEAT PARADE PRODUCTIONS Vendor Total ----->	395.53	08 91815	ADMIN FEES POB BONDS		
132148	1/14/2016	UPBEAT PARADE PRODUCTIONS Vendor Total ----->	250.05	01 80400	COORDINATION OF CENTENNIAL PARADE		
132149	1/14/2016	US BANK Vendor Total ----->	1,165.00	01 80400	CK# 132148 Reversed		
132149	1/14/2016	US BANK Vendor Total ----->	1,165.00	01 76055	CAL CARD ENDING 9885 - HOME DEPOT/WINNER/FRED		
132149	1/14/2016	US BANK Vendor Total ----->	0.13	50 24050 0537	ROPE & SHELVEING FOR CONCOURSE, FUEL FOR STEVE		
132149	1/14/2016	US BANK Vendor Total ----->	48.31	01 76045	CAL CARD CLEVE WATERS-SUPPLIES/TRAINING RENEWAL		
132149	1/14/2016	US BANK Vendor Total ----->	444.20	01 64030	FIN ADM SVCS CAL CARD ENDING 7907		
132149	1/14/2016	US BANK Vendor Total ----->	182.99	01 74030	USB RECONCILIATION:CORRECT ERRORS ON REMITTANCE		
132149	1/14/2016	US BANK Vendor Total ----->	199.00	01 78030	CAL CARD ENDING 9885 - HOME DEPOT/WINNER/FRED		
132149	1/14/2016	US BANK Vendor Total ----->	0.03	01 74095	ROPE & SHELVEING FOR CONCOURSE, FUEL FOR STEVE		
132149	1/14/2016	US BANK Vendor Total ----->	299.00	01 70030	CAL CARD CLEVE WATERS-SUPPLIES/TRAINING RENEWAL		
132149	1/14/2016	US BANK Vendor Total ----->	1,565.00	01 67100	FIN ADM SVCS CAL CARD ENDING 7907		

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132149	1/14/2016	US BANK	108.50	01 69051	USB RECONCILIATION:CORRECT ERRORS ON REMITTANCE		
132149	1/14/2016	US BANK	199.00	01 76030	CAL CARD ENDING 9885 - HOME DEPOT/WINNER/FRED		
132149	1/14/2016	US BANK	0.04	01 76046	ROPE & SHELIVING FOR CONCOURSE, FUEL FOR STEVE		
132149	1/14/2016	US BANK	76.00	01 70044	CAL CARD CLEVE WATERS-SUPPLIES/TRAINING RENEWAL		
132149	1/14/2016	US BANK	69.75	01 67428	FIN ADM SVCS CAL CARD ENDING 7907		
132149	1/14/2016	US BANK	24.72	01 67032	USB RECONCILIATION:CORRECT ERRORS ON REMITTANCE		
132149	1/14/2016	US BANK	143.00	50 24050 0632	CAL CARD ENDING 9885 - HOME DEPOT/WINNER/FRED		
132149	1/14/2016	US BANK	0.16	01 80400	ROPE & SHELIVING FOR CONCOURSE, FUEL FOR STEVE		
132149	1/14/2016	US BANK	152.96	01 70045	CAL CARD CLEVE WATERS-SUPPLIES/TRAINING RENEWAL		
132149	1/14/2016	US BANK	124.86	01 60207	FIN ADM SVCS CAL CARD ENDING 7907		
132149	1/14/2016	US BANK	170.00	01 78033	CAL CARD ENDING 9885 - HOME DEPOT/WINNER/FRED		
132149	1/14/2016	US BANK	0.14	01 72601	ROPE & SHELIVING FOR CONCOURSE, FUEL FOR STEVE		
132149	1/14/2016	US BANK	100.00	01 69033	FIN ADM SVCS CAL CARD ENDING 7907		
132215	1/25/2016	US BANK	45.00	01 70050	C.WATERS CAL CARD/POTTERS ELECTRIC/SAFEMWAY/BRUNOSC		
132215	1/25/2016	US BANK	403.55	01 67428	CAL CARD FIN ADM SERVICES:1/6/16 CHRISTMAS LUNCH		
132215	1/25/2016	US BANK	135.17	01 72054	SUMP PUMP AND BLUE TARP FOR FIRE DEPT		
132215	1/25/2016	US BANK	140.00	01 74055	GIFT CERTIFICATES FOR SENIORS HELPING SENIORS		
132215	1/25/2016	US BANK	1,425.63	01 74030	HOTEL LODGING FOR SGT LUKE POWELL SJI TRAINING,		
132215	1/25/2016	US BANK	142.34	01 74030	MEAL ALLOWANCE/HOTEL LODGING FOR SGT LUKE POWELL		
132215	1/25/2016	US BANK	73.13	01 70045	C.WATERS CAL CARD/POTTERS ELECTRIC/SAFEMWAY/BRUNOSC		
132215	1/25/2016	US BANK	223.92	01 60207	CAL CARD FIN ADM SERVICES:1/6/16 CHRISTMAS LUNCH		
132215	1/25/2016	US BANK	89.54	01 74095	HOTEL LODGING FOR SGT LUKE POWELL SJI TRAINING,		
132215	1/25/2016	US BANK	155.00	07 73030	MEAL ALLOWANCE/HOTEL LODGING FOR SGT LUKE POWELL		
132215	1/25/2016	US BANK	52.22	01 82055	C.WATERS CAL CARD/POTTERS ELECTRIC/SAFEMWAY/BRUNOSC		
132215	1/25/2016	US BANK	79.58	01 82055	C.WATERS CAL CARD/POTTERS ELECTRIC/SAFEMWAY/BRUNOSC		
132215	1/25/2016	US BANK	70.48	01 70045	C.WATERS CAL CARD/POTTERS ELECTRIC/SAFEMWAY/BRUNOSC		
132240	1/27/2016	US BANK	83.13	01 74053	AMERICAN MESSAGEING ALERT/NEWTEK/LALLA		
132240	1/27/2016	US BANK	90.00	01 76030	M. BRANSON CAL CARD/MEMBERSHIP APW ROB M/ROB C		
132240	1/27/2016	US BANK	252.95	01 67049	AMERICAN MESSAGEING ALERT/NEWTEK/LALLA		
132240	1/27/2016	US BANK	90.00	01 76030	M. BRANSON CAL CARD/MEMBERSHIP APW ROB M/ROB C		
132240	1/27/2016	US BANK	2,607.00	01 67428	AMERICAN MESSAGEING ALERT/NEWTEK/LALLA		
132240	1/27/2016	US BANK	143.42	50 24050 0632	M. BRANSON CAL CARD/MEMBERSHIP APW ROB M/ROB C		
132240	1/27/2016	US BANK	150.00	01 76030	M. BRANSON CAL CARD/MEMBERSHIP APW ROB M/ROB C		
		Vendor Total ----->	10,534.50				
132150	1/14/2016	VALLEY SAW & GARDEN EQUIP	559.95	01 78054	CHAIN SAW ANS SUPPLIES 16 & 25"		
132150	1/14/2016	VALLEY SAW & GARDEN EQUIP	432.40	01 78045	CHAIN SAW ANS SUPPLIES 16 & 25"		
		Vendor Total ----->	992.35				
132151	1/14/2016	VALLEY HILLS NURSERY	119.13	01 78045	5 PLANTS FOR THROUGHOUT THE CITY		
		Vendor Total ----->	119.13				
132152	1/14/2016	VERIZON WIRELESS	201.37	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
132216	1/25/2016	VERIZON WIRELESS	228.06	01 80036	15/16 TELEPHONE USAGE (AIR CARDS)		
		Vendor Total ----->	429.43				
132153	1/14/2016	VERIZON WIRELESS	28.08	07 73053	CELL PHONE SERVICE FOR FIRE/AMBULANCE		
132217	1/25/2016	VERIZON WIRELESS	28.08	07 73053	AMBULANCE CELL PHONE SERVICE		
		Vendor Total ----->	56.16				
		158 Checks Grand Total -->	732,663.70				

Check No.	Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
					Per Carmel Municipal Code 2.12.020  David Sandys, City Treasurer		

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132242	2/4/2016 AILING HOUSE PEST CONTROL	60.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	50.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	50.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	65.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	40.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	44.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	50.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES		
132242	2/4/2016 AILING HOUSE PEST CONTROL	55.00	01 70050	FY 15-16 PEST CONTROL ALL FACILITIES	6,148.00	10,048.00
132243	2/4/2016 ALHAMBRA	82.90	01 76045	DRINKING WATER SERVICE-PUBLIC WORKS FY 2015-16		
132368	2/25/2016 ALHAMBRA	96.60	01 76045	DRINKING WATER SERVICE-PUBLIC WORKS FY 2015-16		
132332	2/11/2016 ALHAMBRA	179.50		ACCOUNT:51286936 WATER SERVICE CITY HALL		
132244	2/4/2016 ALHAMBRA	66.31	01 64053	ACCOUNT:51286936 WATER SERVICE CITY HALL		
132244	2/4/2016 ALHAMBRA	83.84	01 80026	WATER SERVICE FOR POLICE DEPT		
132244	2/4/2016 ALHAMBRA	83.84	01 80026	WATER SERVICE FOR POLICE DEPT		
132245	2/4/2016 AMERICAN MESSAGING	10.32	01 70050	PANIC ALARMS FOR CITY BUILDINGS		
132369	2/25/2016 AMERICAN MESSAGING	5.50	01 70050	PAGECOPY USAGE		
132333	2/11/2016 AMERICAN LOCK & KEY	15.82		PAY AMOUNT SHORTED ON INVOICE 35589 FOR REKEYING		
132246	2/4/2016 ANDERSON PACIFIC ENG CONTRACT INC	50.00	01 70050	PAY AMOUNT SHORTED ON INVOICE 35589 FOR REKEYING		
132370	2/25/2016 AT&T TELECONFERENCE SERVICES	9,001.20	13 76912	INCREASE 1228715	180,024.00	180,024.00
132247	2/4/2016 AT&T	53.69	01 80036	CONFERENCE CALL CHARGES 1/4/16		
132247	2/4/2016 AT&T	82.98	01 80036	T-1 LINES FOR PD		
132247	2/4/2016 AT&T	2,239.55	01 80036	TELEPHONE SERVICE ALL DEPARTMENTS		
132248	2/4/2016 AT&T	1,198.19	01 80036	INCREASE 2/4/16		
132248	2/4/2016 AT&T	3,521.72		NEW PHONE PUBLIC WORKS DEPARTMENT		
132371	2/25/2016 AVERY ASSOCIATES, INC	298.72	01 67045	NEW PHONE PUBLIC WORKS DEPARTMENT		
132371	2/25/2016 AVERY ASSOCIATES, INC	298.72		RECRUITMENT SERVICES:CP&B DIRECTOR SEARCH		
132371	2/25/2016 AVERY ASSOCIATES, INC	5,000.00	01 67100	RECRUITMENT SERVICES:CP&B DIRECTOR SEARCH	14,869.95	22,900.00
132249	2/4/2016 BFS LANDSCAPE ARCHITECTS	10,000.00	01 67100	RECRUITMENT SERVICES:HUMAN RESOURCES MGR SEARCH	15,265.13	22,900.00
132372	2/25/2016 BOOTS ROAD GROUP LLC	4,962.50	13 78908	CIP MTNP PROJECT-LANDSCAPE SERVICES	7,025.00	12,500.00
132250	2/4/2016 BOUND TREE MEDICAL LLC	1,058.77	01 67063	CONSULTING-WEBSITE SUPPORT & MGMT	43,334.68	46,000.00
132250	2/4/2016 BOUND TREE MEDICAL LLC	89.33	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132250	2/4/2016 BOUND TREE MEDICAL LLC	301.08	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132373	2/25/2016 BOUND TREE MEDICAL LLC	0.33	07 73603	AMBULANCE SUPPLIES:GLUCOSE STRIPS/SHEETS/BLANKETS		
132334	2/11/2016 BURGHARDT-DORE ADVERTISING, INC.	666.68	01 72603	ELECTRODES, ADULT PADS FOR AED, BATTERIES,		
132334	2/11/2016 BURGHARDT-DORE ADVERTISING, INC.	1,077.42		DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132334	2/11/2016 BURGHARDT-DORE ADVERTISING, INC.	8,500.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132334	2/11/2016 BURGHARDT-DORE ADVERTISING, INC.	1,070.00	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND		
132375	2/25/2016 CAL-AM WATER COMPANY	367.50	01 85200	DESTINATION MARKETING-WEBSITE MAINTENANCE AND	73,157.90	120,000.00
132375	2/25/2016 CAL-AM WATER COMPANY	9,937.50		PROF FEES:LABOR RELATIONS AND EMPLOYMENT LAW		
132374	2/25/2016 BURKE WILLIAMS & SORENSEN,LLP	6,240.65	01 61051	LABOR RELATIONS AND EMPLOY LAW SERVICE RE CITY		
132374	2/25/2016 BURKE WILLIAMS & SORENSEN,LLP	6,572.90	01 61051 0005	LABOR RELATIONS AND EMPLOY LAW SERVICE RE CITY		
132375	2/25/2016 CAL-AM WATER COMPANY	12,753.55		FY 2015-16 WATER SERVICE-ALL CITY PROPERTY		
132252	2/4/2016 CA NARCOTICS OFFICERS ASSOCIATION	5,577.57	01 80026	MEMBERSHIP FOR JEFF WATKINS		
132252	2/4/2016 CA NARCOTICS OFFICERS ASSOCIATION	5,577.57		MEMBERSHIP FOR JEFF WATKINS		
132252	2/4/2016 CA NARCOTICS OFFICERS ASSOCIATION	100.00	01 74033	MEMBERSHIP FOR JEFF WATKINS		
132252	2/4/2016 CA NARCOTICS OFFICERS ASSOCIATION	100.00		MEMBERSHIP FOR JEFF WATKINS		

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132253	2/4/2016 MICHAEL B. CALHOUN	57.00	01 74095	REIMBURSEMENT TO CHIEF CALHOUN FOR PARKING FEE FOR		
132253	2/4/2016 MICHAEL B. CALHOUN	200.00	01 74030	MEAL ALLOWANCE FOR CHIEF CALHOUN WHILE ATTENDING		
	Vendor Total ---->	257.00				
132254	2/4/2016 CALTRONICS BUSINESS SYSTEMS INC	39.29	01 74053	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
132254	2/4/2016 CALTRONICS BUSINESS SYSTEMS INC	39.28	01 67042	FY 15-16 COPIER USAGE FEE - POLICE DEPARTMENT		
	Vendor Total ---->	78.57				
132255	2/4/2016 CALTRONICS	11.07	01 72053	COPY MACHINE USAGE FOR FIRE/AMBULANCE FOR		
132255	2/4/2016 CALTRONICS	11.06	07 73053	COPY MACHINE USAGE FOR FIRE/AMBULANCE FOR		
	Vendor Total ---->	22.13				
132256	2/4/2016 CALTRONICS	410.00	01 76053	FY 15-16 COPIER USAGE FEE PUBLIC WORKS/FACILITIES		
132256	2/4/2016 CALTRONICS	410.00	01 70053	FY 15-16 COPIER USAGE FEE PUBLIC WORKS/FACILITIES		
	Vendor Total ---->	820.00				
132257	2/4/2016 CALTRONICS BUSINESS SYSTEMS	115.11	01 69051	PP88 KOMICA COPIER CONT#CN85676-01 MONTHLY USAGE		
	Vendor Total ---->	115.11				
132258	2/4/2016 CALIFORNIA CAISSONS & SHORING	4,000.00	13 70903	FOREST THEATER HARD PAN DRILLING		
	Vendor Total ---->	4,000.00				
132259	2/4/2016 CARMEL PINE CONE	120.00	01 69040	PC INV. # 1009 Declaration of Publication 1.1.16		
132259	2/4/2016 CARMEL PINE CONE	120.00	01 64040	LEGAL AD. HOUSING ELEMENT ORDINANCE		
132259	2/4/2016 CARMEL PINE CONE	180.00	01 64040	LEGAL AD.DISESTABLISH HID DISTRICT		
132259	2/4/2016 CARMEL PINE CONE	105.00	01 64040	LEGAL AD.HID ORDINANCE		
132259	2/4/2016 CARMEL PINE CONE	120.00	01 64040	LEGAL AD. MARIJUANA DISPENSING ORDINANCE		
132259	2/4/2016 CARMEL PINE CONE	180.00	01 64040	LEGAL AD:HML BOARD VACANCY		
132259	2/4/2016 CARMEL PINE CONE	172.50	01 64040	LEGAL AD. HARRISON MEM LIBRARY BOARD VACANCY		
132259	2/4/2016 CARMEL PINE CONE	120.00	01 64040	LEGAL AD:NOTICE OF ELECTION		
132259	2/4/2016 CARMEL PINE CONE	120.00	01 64040	LEGAL AD. CARMEL CHOC FACTORY HEARING NOTICE		
132259	2/4/2016 CARMEL PINE CONE	240.00	01 64040	LEGAL AD. MUNI CODE ORDINANCE CHANGE		
132376	2/25/2016 CARMEL PINE CONE	180.00	01 64040	PUBLIC NOTICE #131		
	Vendor Total ---->	1,657.50				
132280	2/4/2016 CARMEL CHAMBER COMMERCE	415.00	01 60033	1/1/16 TO 12/31/16 MEMBERSHIP		
132335	2/11/2016 CARMEL CHAMBER COMMERCE	200.00	01 46801 0726	SPECIAL EVENT REFUND REQUEST - CHAMBER LOUNGE 2015		
	Vendor Total ---->	615.00				
132377	2/25/2016 CARPET CARAVAN INC.	943.46	01 70050	FLOORING REPLACEMENT FOR IT OFFICE		
	Vendor Total ---->	943.46				
132261	2/4/2016 CDW-G GOVERNMENT INC.	342.17	01 67045	IT EQUIPMENT FOR ALL DEPARTS, COMPUTER, MONITORS, KE		
132378	2/25/2016 CDW-G GOVERNMENT INC.	789.00	01 67045	IT EQUIPMENT FOR ALL DEPARTS, COMPUTER, MONITORS, KE		
	Vendor Total ---->	1,131.17				
132379	2/25/2016 CITY OF MONTEREY	162,372.33	01 72053 0006	MONTHLY SERVICE FEES TO PROVIDE INTERIM FIRE ADMIN		
132379	2/25/2016 CITY OF MONTEREY	7,214.51	07 73053 0006	JULY 2015 AGRMT TO PROVIDE INTERIM AMB/ADMINS SVCS		
	Vendor Total ---->	169,586.94				
132336	2/11/2016 COASTAL TPA, INC	1,242.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132380	2/25/2016 COASTAL TPA, INC	2,255.04	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132380	2/25/2016 COASTAL TPA, INC	727.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132380	2/25/2016 COASTAL TPA, INC	234.00	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
132380	2/25/2016 COASTAL TPA, INC	2,760.96	01 80017	SELF-INSURED DENTAL/VISION EMPLOYEE PRGM COASTAL		
	Vendor Total ---->	7,219.00				
132381	2/25/2016 CODE PUBLISHING COMPANY	659.50	01 64051	CARMEL MUNICIPAL CODE ELECTRONIC UPDATE 2/9/16		
	Vendor Total ---->	659.50				
132262	2/4/2016 COMCAST	142.15	01 67053	HIGH SPEED INTERNET AND CABLE TV FOR PD		
132382	2/25/2016 COMCAST	78.42	01 67053	HIGH SPEED INTERNET AND CABLE TV FOR PD		
	Vendor Total ---->	220.57				
132263	2/4/2016 COPIES BY-THE-SEA	490.60	01 64039	FY 15-16 CITY CLERK PRINTING-AGENDAS-REG & SPECIAL		
132263	2/4/2016 COPIES BY-THE-SEA	526.57	01 64039	CADMIN HANDOUT-FEB COUNCIL & AGENDAS		
132337	2/11/2016 COPIES BY-THE-SEA	207.00	01 69039	January P.C.		
	Vendor Total ---->	1,224.17				

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132383	2/25/2016 CORBIN WILLITS SYSTEM Vendor Total ---->	720.79	01 67053	FY 2015-16 MOM SOFTWARE-MONTHLY MANAGED SERVICE	5,961.32	86,949.48
132384	2/25/2016 CREDIT BUREAU ASSOCIATES Vendor Total ---->	12.00	01 67110	CREDIT CHECK ON POLICE OFFICER APPLICANT		
132385	2/25/2016 CSAC EXCESS INS AUTHORITY Vendor Total ---->	12.00				
132385	2/25/2016 CSAC EXCESS INS AUTHORITY	23.63	01 67425 0001	PRIMARY GEN LIABILITY PRMG OCT-DEC 13,14,15		
132385	2/25/2016 CSAC EXCESS INS AUTHORITY	1,385.24	01 67425 0001	PRIMARY GEN LIABILITY PRMG OCT-DEC 13,14,15		
132385	2/25/2016 CSAC EXCESS INS AUTHORITY Vendor Total ---->	2,460.45	01 67425 0001	PRIMARY GEN LIABILITY PRMG OCT-DEC 13,14,15		
132386	2/4/2016 CSG CONSULTANT ,INC. Vendor Total ---->	3,869.32	01 69051	FY 15-16 PERMIT TECHBUILDING INSPECTOR INCREASE		
132338	2/11/2016 CYPRESS PAINTING & DECORATING INC Vendor Total ---->	4,372.50	01 70050	PAINTING ROOM IN PW		
132386	2/25/2016 DAVE'S REPAIR SERVICE Vendor Total ---->	550.00	01 76053	MONTHLY SITE INSPECTION FOR JAN 2016		
132387	2/25/2016 DAVID SANDYS CPA, CLPF Vendor Total ---->	80.00	01 63053	CITY TREASURER SERVICES FY1516	1,600.00	2,400.00
132265	2/4/2016 DAVID SHONMAN COASTAL BIOLOGIST Vendor Total ---->	200.00	13 78907	SHORELINE ASSESSMENT AMEND II SCENIC ROADWAY	17,670.00	40,000.00
132266	2/4/2016 DAVID POTTIGIAN Vendor Total ---->	1,540.00	01 46801 0726	REFUND OF DEPOSIT FROM EVENT HELD ON AUGUST 30, 20		
132339	2/11/2016 DELL MARKETING L.P. Vendor Total ---->	351.00	01 72601	COMPUTERS AND EQUIP FOR PLANN & EOC		
132339	2/11/2016 DELL MARKETING L.P.	1,059.98	01 67045	MONITOR, STAND FOR PLANNING		
132339	2/11/2016 DELL MARKETING L.P.	467.59	01 67045	COMPUTERS AND EQUIP FOR PLANN & EOC		
132339	2/11/2016 DELL MARKETING L.P. Vendor Total ---->	555.51	01 67045	COMPUTERS AND EQUIP FOR PLANN & EOC		
132388	2/25/2016 DE LAGE LANDEN Vendor Total ---->	3,011.32	01 67045	COMPUTERS AND EQUIP FOR PLANN & EOC		
132388	2/25/2016 DE LAGE LANDEN	5,094.40	01 74053	FY 15-16 COPIER LEASE POLICE DEPT #6284301		
132389	2/25/2016 DE LAGE LANDEN FINANCIAL SERVICES Vendor Total ---->	8.23	01 69053	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
132389	2/25/2016 DE LAGE LANDEN FINANCIAL SERVICES	194.93	01 67032	FY 15-16 PBD COPIER LEASE CONTRACT#25337174		
132390	2/25/2016 DEL REY OAKS GARDENS Vendor Total ---->	6.03	01 78045	6 POTTING SOIL AT 9.99 EACH		
132391	2/25/2016 DENNIS LEVETT Vendor Total ---->	65.41	50 24050 2519	REFUND OF COUIME DEPOSIT FOR APPLICATION DS 15-460		
132391	2/25/2016 DENNIS LEVETT	1,500.00	01 33405	REFUND WITHDRAWN APPLICATION FEE DS 15-460(LEVETT)		
132392	2/25/2016 DRIVERS LICENSE GUIDE CO. Vendor Total ---->	1,394.94	01 74034	2016 ID CHECKING GUIDE		
132393	2/25/2016 EASTON GEOLOGY Vendor Total ---->	2,894.94	13 78907	GEOLOGIC EVALUATION OF SHORELINE FACILITIES AND	1,600.00	13,000.00
132267	2/4/2016 EDGES ELECTRICAL GROUP Vendor Total ---->	32.64	01 70045	REPLACEMENT BULBS FOR CHILDRENS LIBRARY		
132267	2/4/2016 EDGES ELECTRICAL GROUP	1,200.00	01 70045	STOCK REPLACEMENT BULBS CITY HALL		
132267	2/4/2016 EDGES ELECTRICAL GROUP	51.53	01 70045	WRONG BULBS DELIVERED/RETURN WIRESTOCK DEDUCTION		
132267	2/4/2016 EDGES ELECTRICAL GROUP	121.27	01 70045	BULB REPLACEMENTS PARK BRANCH LIBRARY		
132267	2/4/2016 EDGES ELECTRICAL GROUP	(398.22)	01 70045	PICADILLY PARK LIGHTING REPAIR		
132267	2/4/2016 EDGES ELECTRICAL GROUP	176.62	01 70045	PICADILLY PARK LIGHTING REPAIR		
132267	2/4/2016 EDGES ELECTRICAL GROUP Vendor Total ---->	246.36	01 70045	LIGHTING FOR VARIOUS CITY LOCATIONS		
132394	2/25/2016 ENGINEERED FIRE SYSTEMS INC Vendor Total ---->	400.05	01 69051	FY 15-16 FIRE SPRINKLER PLAN REVIEWS		
132394	2/25/2016 ENGINEERED FIRE SYSTEMS INC	610.12	01 69051	FY 15-16 FIRE SPRINKLER PLAN REVIEWS		
132340	2/11/2016 ERICKSON AUTOMOTIVE & 4X4 Vendor Total ---->	200.00	01 76049	BRAKE PADS FOR 2012 DODGE CHARGER PD		
132268	2/4/2016 ESCOBEDO GARDENING & LANDSCAPING Vendor Total ---->	800.00	50 24050 0632	LABOR FOR MAKING A HAND DRIFTED 1/2 OF LOG BENCH		
		304.92				
		1,695.32				
		1,695.32				

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132341	2/11/2016 AL FASULO FASULO INVESTIGATIONS	3,080.00	01 69051	AGREE TO PROVIDE CONTRACT CODE COMPLIANCE SERVICES	68,175.75	79,200.00
	Vendor Total ----->	3,080.00				
132395	2/25/2016 FEDEX	5.74	01 80038	POSTAGE- AMBULANCE MEDICARE CONTRACT		
	Vendor Total ----->	5.74				
132269	2/4/2016 FIRST ALARM SECURITY & PATROL	570.00	01 74053	FIRST ALARM BEACH PATROL FOR FISCAL YEAR	20,890.50	30,000.00
	Vendor Total ----->	570.00				
132270	2/4/2016 FOUR LEAF INC.	4,887.50	01 69051	FY 15-16 INCREASE	145,705.24	172,000.00
	Vendor Total ----->	4,887.50				
132271	2/4/2016 GRANITE ROCK COMPANY	302.51	01 76045	QUOTE FOR 55 GALLONS OF RS-1 ASPHALT EMULSION		
132271	2/4/2016 GRANITE ROCK COMPANY	798.77	01 76045	QUOTE GRANITE ROCK-8 TONS OF ASPHALT		
132396	2/25/2016 GRANITE ROCK COMPANY	883.11	01 76045	COLD MIX ASPHALT 7.61 TONS @ 108.95		
	Vendor Total ----->	1,984.39				
132272	2/4/2016 GRANICUS, INC.	521.90	50 24050 0804	FY 15-16 GRANICUS SOFTWARE AND MANAGED SERVICE		
132397	2/25/2016 GRANICUS, INC.	521.90	50 24050 0804	FY 15-16 GRANICUS SOFTWARE AND MANAGED SERVICE	13,542.28	16,144.75
	Vendor Total ----->	1,043.80				
132273	2/4/2016 GREEN VALLEY LANDSCAPE INC.	4,495.00	01 78053	FY 15-16 ROUTINE MO. MAINTENANCE & LANDSCAPE SVCS		
132273	2/4/2016 GREEN VALLEY LANDSCAPE INC.	219.97	01 78045	45 4" CYCLAMEN @ 4.50 EACH		
132398	2/25/2016 GREEN VALLEY LANDSCAPE INC.	4,495.00	01 78053	FY 15-16 ROUTINE MO. MAINTENANCE & LANDSCAPE SVCS		
	Vendor Total ----->	9,209.97			31,465.00	55,235.00
132274	2/4/2016 HALL LANDSCAPE DESIGN	2,517.00	13 78907	SCENIC PATHWAY LANDSCAPING SEGMENTS DESIGN		
	Vendor Total ----->	2,517.00				
132275	2/4/2016 HF&H CONSULTANTS, LLC	2,500.00	01 76050	SOLID WASTE ORDINANCE/TECHNICAL ASSISTANCE	2,517.00	24,620.00
	Vendor Total ----->	2,500.00				
132276	2/4/2016 KEVIN AND DYANNE HOWLEY	841.25	50 24050 2516	REFUND BALANCE OF VOLUME STUDY DEPOSIT		
	Vendor Total ----->	841.25				
132277	2/4/2016 INTL ASSN. OF CHIEFS OF	150.00	01 74033	2016 MEMBERSHIP FEES FOR CHIEF CAL/HOU		
	Vendor Total ----->	150.00				
132278	2/4/2016 INTERSTATE ALL BATTERY CENTER INC	79.64	01 74054	BATTERIES FOR DEPARTMENT		
	Vendor Total ----->	79.64				
132279	2/4/2016 IVERSON TREE SERVICE	550.00	01 78050	EMERGENCY LIMB REMOVAL @ SAN ANTONIO & OCEAN		
132399	2/25/2016 IVERSON TREE SERVICE	1,950.00	01 78050	TREE REMOVAL @ 2 DIFFERENT LOCATIONS FOR DAMAGE		
132399	2/25/2016 IVERSON TREE SERVICE	1,200.00	01 78050	TREES THAT FELL INTO TENNIS COURTS		
132399	2/25/2016 IVERSON TREE SERVICE	2,500.00	01 78050	DEAD TREES NEXT TO TENNIS COURTS		
	Vendor Total ----->	6,200.00				
132400	2/25/2016 IWORO	5,900.00	01 69053	COMMUNITY DEVELOPMENT PACKAGE-SOFTWARE & SUPPORT		
	Vendor Total ----->	5,900.00				
132342	2/11/2016 JC MACIAS INC.	2,784.00	01 78050	FRAMED 300 LINEAL FT TO INSTALL A FENCE		
	Vendor Total ----->	2,784.00				
132280	2/4/2016 JERRY PFEIFFER & SONS ELECTRIC	2,054.00	01 76050	WORK ON LANDSCAPE LIGHTS @ PD AND CORP YARD		
132280	2/4/2016 JERRY PFEIFFER & SONS ELECTRIC	296.00	01 76050	INSTALLED WATER PROOF PVC AND GLUED CONNECTORS ON		
	Vendor Total ----->	2,350.00				
132281	2/4/2016 KENNEDY, ARCHER & GIFFEN	400.00	13 76904	FY 15-16 PROF FEES GENERAL FILE CITY OF CARMEL		
	Vendor Total ----->	400.00				
132282	2/4/2016 KENT L SEAVEY, HISTORIC PRES. CONSULTATION	500.00	50 24050 2518	PROFESSIONAL SERVICES FOR 15-452 (FOREST THEATER)		
	Vendor Total ----->	500.00				
132283	2/4/2016 KNAPP HARDWARE	102.25	01 76045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132283	2/4/2016 KNAPP HARDWARE	102.25	01 70045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	26.43	01 76045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	21.64	01 78045	FY 15-16 FORESTRY SUPPLIES		
132343	2/11/2016 KNAPP HARDWARE	30.57	01 76045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	17.25	01 76045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	26.43	01 70045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	30.56	01 70045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		
132343	2/11/2016 KNAPP HARDWARE	17.24	01 70045	FY 15-16 MISC SUPPLIES FOR PUBLIC WORKS/FAC MAINT		

Check Date	Vendor Name	Vendor Total	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132284	2/4/2016 LAW ENFORCEMENT	374.62			PSYCHOLOGICAL TESTING FOR OFFICER DAVID		
132401	2/25/2016 LAW OFFICES OF VINCENT P. HURLEY	375.00		01 67110	LEGAL FEES RE: PACIFIC HARVEST SEAFOODS IDELQ		
132285	2/4/2016 LEAGUE OF CA CITIES	1,503.89		01 61051	MONTEREY BAY DIVISION MEMBERSHIP 2016		
132285	2/4/2016 LEAGUE OF CA CITIES	1,503.89		01 60033	MEMBERSHIP DUES 2016		
132286	2/4/2016 LEWIS A. LEADER	1,225.00		01 64051	FY 2015-16 PUBLIC INFORMATION OFFICER SERVICES		
132344	2/11/2016 LIEBERT CASSIDY WHITMORE	1,225.00		01 61051	MTRY BAY EMPLOYMENT RELATIONS CONSORTIUM AGREEMENT		
132402	2/25/2016 LIEBERT CASSIDY WHITMORE	3,255.00		01 61051	HARRASSMENT TRAINING JAN 13&14 ALL EMPLOYEES		
132403	2/25/2016 LIST ENGINEERING CO. INC	6,755.00			CARMEL PD PLUMBING REVIEW PROJECT #16001.00		
132345	2/11/2016 LIU OF NA	680.00		13 70901	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	220.12		01 67021	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	1,100.62		01 76021	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	440.25		01 78021	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	220.12		01 82021	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	1,100.62		01 84021	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132345	2/11/2016 LIU OF NA	4,442.49		01 21285	PENSION FUND CONTRIBUTIONS EMPLOYEE&EMPLOYER JAN16		
132404	2/25/2016 LP POLICE	7,524.22			WEBSITE USAGE FOR JANUARY 2016		
132287	2/4/2016 M&S BUILDING SUPPLY, INC	25.00		01 74053	LUMBER STOCK WOODEN STAKES		
132346	2/11/2016 M&S BUILDING SUPPLY, INC	62.46		01 70045	PW OFFICE3 BASEBOARDS/SAFETY GOGLES		
132288	2/4/2016 M.J.MURPHY	57.45		01 70045	9TH AND SCENIC STAIR REPAIR		
132289	2/4/2016 MARTECH INC	119.91		20.07			
132289	2/4/2016 MARTECH INC	20.07		13 7891B			
132289	2/4/2016 MARTECH INC	236.98		01 72601	FY 15-16 EOC RELATED IT CHARGES		
132289	2/4/2016 MARTECH INC	8.62		01 72601	FY 15-16 EOC RELATED IT CHARGES		
132289	2/4/2016 MARTECH INC	290.00		01 64051	FY 15-16 INCREASE PER RESOLUTION 2015-112		
132289	2/4/2016 MARTECH INC	38.02		01 74053	FY 15-16 EOC RELATED IT CHARGES		
132347	2/11/2016 MARTECH INC	1.38		01 74053	FY 15-16 EOC RELATED IT CHARGES		
132405	2/25/2016 MARTECH INC	770.00		01 64051	FY 15-16 INCREASE PER RESOLUTION 2015-112		
132405	2/25/2016 MARTECH INC	500.00		01 64051	FY 15-16 INCREASE PER RESOLUTION 2015-112		
132405	2/25/2016 MARTECH INC	440.00		01 64051	FY 15-16 INCREASE PER RESOLUTION 2015-112		275,061.10
132290	2/4/2016 MARINA EXPRESS PLUMBING	2,285.00			PARK BRANCH TOILET REPLACEMENT		
132290	2/4/2016 MARINA EXPRESS PLUMBING	433.24		01 70050	FAUCET REPLACEMENT@PBRANCH JANITOR CLOSET		
132348	2/11/2016 MARINA EXPRESS PLUMBING	513.90		01 70050	JANITOR CLOSET SINK PARKBRANCH		
132291	2/4/2016 MISSION LINEN SUPPLY	1,242.30		01 70050			
132291	2/4/2016 MISSION LINEN SUPPLY	69.27		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	69.27		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	24.22		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	69.27		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	69.27		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	72.79		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	16.54		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	16.54		01 76053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	5.78		01 78053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	16.54		01 78053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	16.54		01 78053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		
132291	2/4/2016 MISSION LINEN SUPPLY	17.38		01 78053	FY 15-16 UNIFORM SERVICE P WORKS/FORESTRY		

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132349	2/11/2016 MISSION LANDSCAPING, INC Vendor Total -----> 317.82	463.41	01 33408	REFUND OF ENCROACHMENT PERMIT APPLICATION EN 16-01		
132406	2/25/2016 MISSION LINEN SERVICE Vendor Total -----> 317.82	(54.22)	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	68.15	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	55.34	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	53.57	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	55.34	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	55.34	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132406	2/25/2016 MISSION LINEN SERVICE	54.63	01 72053	FIRE DEPT ANNUAL TOWELS/BEDDING/LAUNDRY FY 15/16		
132407	2/25/2016 MONTEREY FIRE EXT. CO. Vendor Total -----> 780.53	61.29	01 70050	CPD SQUAD CAR EXTINGUISHER RECHARGE X2		
132292	2/4/2016 COUNTY OF MTRY SHERIFF-CORONER Vendor Total -----> 12,689.71	61.29	01 74053	ACJIS BILLING FOR 2ND QUARTER		
132350	2/11/2016 MONTEREY BAY URGENT CARE Vendor Total -----> 80.00	12,689.71	07 73032	DJEDINAK PARAMEDIC MEDICAL RENEWAL LIC		
132293	2/4/2016 MONTEREY BAY UNIFIED AIR Vendor Total -----> 80.00	80.00	01 76032	TESTING THROUGHOUT DIFFERNT SITES IN THE CITY		
132294	2/4/2016 MONTEREY COUNTY Vendor Total -----> 2,000.00	1,432.00	01 74053	2015/2016 RETAINER INVOICE FOR SART EXAMS		
132295	2/4/2016 MONTEREY BAY TELECOMM SERVICES Vendor Total -----> 118.75	2,000.00	01 70050	SERVICE OF FLANDERS FIRE PANEL		
132295	2/4/2016 MONTEREY BAY TELECOMM SERVICES Vendor Total -----> 95.00	95.00	01 70050	FIRE PANEL PHONE LINE @ FLANDERS		
132296	2/4/2016 MOORE TWINING ASSOCIATES, INC Vendor Total -----> 600.00	213.75	13 70903	FOREST THEATRE CAP PROJECT.CONSTRUCTION INSPECTION		
132408	2/25/2016 MOORE TWINING ASSOCIATES, INC Vendor Total -----> 1,221.25	1,221.25	13 70903	FOREST THEATRE CAP PROJECT.CONSTRUCTION INSPECTION	8,061.25	15,000.00
132297	2/4/2016 MOORE LACOFANO GOLTSMAN INC Vendor Total -----> 1,137.50	1,821.25	13 70903	CIP SUNSET CENTER:PREPARE VALET PARKING MANUAL	6,697.90	7,350.00
132367	2/18/2016 ROBERT MULLANE	1,137.50	13 78910	PROPANE CYLINDER		
132367	2/18/2016 ROBERT MULLANE	143.75	13 78910	PROPANE GAS		
132367	2/18/2016 ROBERT MULLANE	14.15	13 78910	PROPANE GAS		
132409	2/25/2016 ROBERT MULLANE Vendor Total -----> 198.82	11.89	13 78910	PROPANE GAS		
132351	2/11/2016 MUNIR/MUNIR CONSTRUCTION Vendor Total -----> 348.61	198.82	13 78910	PROPANE,CAMPFIRE,PROPANE CYLDR-BEACHFIREPILOTPRGM		
132410	2/25/2016 MUNIR/MUNIR CONSTRUCTION Vendor Total -----> 375.00	375.00	01 70050	TILE INSTALLATION @PW MENS		
132298	2/4/2016 NEILL ENGINEERS CORP.	2,645.80	13 70903	MISC.PROJECTS.@FOREST THEATER PROJECTS	2,645.80	16,000.00
132298	2/4/2016 NEILL ENGINEERS CORP.	3,020.80	13 76901	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132298	2/4/2016 NEILL ENGINEERS CORP.	892.50	13 76909	FY 15-16 CIP SUNSET CENTER RETAINING WALL		
132298	2/4/2016 NEILL ENGINEERS CORP.	2,310.78	13 76901	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132298	2/4/2016 NEILL ENGINEERS CORP.	472.80	13 76910	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132298	2/4/2016 NEILL ENGINEERS CORP.	4,621.55	13 76910	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132298	2/4/2016 NEILL ENGINEERS CORP.	278.80	13 76912	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132298	2/4/2016 NEILL ENGINEERS CORP.	2,725.17	13 76912	FY 15-16 VARIOUS CAP PROJECTS RELATING TO STREETS		
132411	2/25/2016 NEILL ENGINEERS CORP. Vendor Total -----> 200.00	200.00	01 62053	CITY ENGINEER SERVICES FY15/16	1,600.00	2,400.00

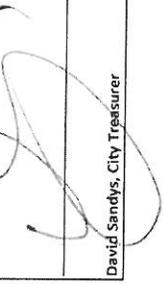
Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132412	Vendor Total -----> NICOLE NEDEFF Vendor Total ----->	11,738.00 1,283.09 1,283.09	13 78915	CAPITAL PROJECT:MTNP INVASIVE TREE MANAGEMENT	1,283.09	21,250.00
132352	ORANGE COMMERCIAL CREDIT	597.87	01 78050	TEMPORARY STAFFING PERTAINING TO BEACH CLEANUP		
132352	ORANGE COMMERCIAL CREDIT	759.20	01 78050	TEMPORARY STAFFING PERTAINING TO BEACH CLEANUP		
132352	ORANGE COMMERCIAL CREDIT Vendor Total ----->	1,498.42 2,856.49	01 78050	TEMPORARY STAFFING PERTAINING TO BEACH CLEANUP	5,266.95	20,000.00
132353	OCCU-MED LTD.	771.00	01 67110	PREMEDICAL SCREENING FOR NEW HIRES:MARTISDIMAGGIO		
132353	OCCU-MED LTD. Vendor Total ----->	391.50 1,162.50	01 67110	PREMEDICAL SCREENING FOR NEW HIRES:MARTISDIMAGGIO		
132299	OFFICE DEPOT, INC.	78.09	01 69043	FY 15-16 OFFICE SUPPLIES		
132299	OFFICE DEPOT, INC.	13.75	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132299	OFFICE DEPOT, INC.	(58.62)	01 78045	BLANKET PO FOR MISC. FORESTRY OFFICE SUPPLIES		
132299	OFFICE DEPOT, INC.	16.10	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132299	OFFICE DEPOT, INC.	69.49	01 76043	15-16 OFFICE SUPPLIES PUBLIC WORKS DEPT		
132299	OFFICE DEPOT, INC.	91.70	01 74043	COPIER PAPER AND PENS FOR AMBULANCE		
132299	OFFICE DEPOT, INC.	27.51	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	32.19	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	32.58	01 69043	FY 15-16 OFFICE SUPPLIES		
132354	OFFICE DEPOT, INC.	91.21	01 69043	FY 15-16 OFFICE SUPPLIES		
132354	OFFICE DEPOT, INC.	44.17	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	18.99	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	34.64	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	88.33	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	37.98	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132354	OFFICE DEPOT, INC.	69.27	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC.	161.69	01 74043	ENVELOPES, COPY PAPER, PENS FOR PD		
132413	OFFICE DEPOT, INC.	22.70	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC.	33.57	01 69043	FY 15-16 OFFICE SUPPLIES		
132413	OFFICE DEPOT, INC.	(38.01)	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC.	24.82	01 67043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC.	59.97	01 74043	CLOCKS AND COPY PAPER		
132413	OFFICE DEPOT, INC.	45.40	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC.	(76.01)	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132413	OFFICE DEPOT, INC. Vendor Total ----->	49.84 971.45	01 64043	OFFICE SUPPLIES:PAPER/PENS/TAPE/STAPLES/TONER/		
132300	OTTO CONSTRUCTION	120,197.80	13 70903	CIP:FOREST THEATRE RENOVATION-ALL LABOR, TOOLS,	662,737.75	1,551,672.00
132301	PACIFIC GAS & ELECTRIC CO Vendor Total ----->	120,197.80 8,506.75 8,506.75	01 80026	FY 15/16 GAS & ELECTRIC SERVICES ALL FACILITIES		
132302	PACIFIC SMOG Vendor Total ----->	218.75 218.75	01 76049	SMOG INSPECTIONS FOR 5 CITY VEHICLES		
132303	PACIFIC REPERTORY THEATRE Vendor Total ----->	1,000.00 1,000.00	50 24050.2518	REFUND OF UNUSED HISTORIC EVALUATION DEPOSIT		
132304	PACIFIC CREST ENGINEERING INC	1,846.62	13 70903	FOREST THEATER GEOTECH ENGINEERING/SOIL SURVEY		
132414	PACIFIC CREST ENGINEERING INC Vendor Total ----->	1,498.13 3,344.75	13 70903	FOREST THEATER GEOTECH ENGINEERING/SOIL SURVEY	4,369.51	6,800.00
132355	PACIFIC GAS & ELECTRIC Vendor Total ----->	378.25 378.25	01 80026	FY 15-16 INCREASE		
132305	PACIFIC GAS & ELECTRIC Vendor Total ----->	18.41 18.41	01 80026	SCENIC RESTROOMS,GAS & ELECTRIC SERVICE		
132415	PAIGE JOHNSON DESIGN INC	611.26	01 80400	CENTENNIAL EXP:DESIGN & PRINTING CENN PAMPHLET		
132415	PAIGE JOHNSON DESIGN INC Vendor Total ----->	1,634.19 2,245.45	01 80400	CENTENNIAL EXP:DESIGN CENN MERCHANDISE LOGO		



Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132317	2/4/2016 SEASIDE GARDEN CENTER Vendor Total ----->	95.59	01 78045	1 15 GAL. CANARY ISLAND PINE		
132318	2/4/2016 SEASIDE CHRYSLER,DODGE,JEEP,RAM Vendor Total ----->	95.59		AIRBAG,CHECK ENGINE LIGHT SERVICED PD VEHICLE		
132360	2/11/2016 SHARON SEDLAK Vendor Total ----->	229.50	01 78049	REFUND FOR PARKING SPACES-NOT USED		
132319	2/4/2016 SELECT TEMPORARY SERVICES	77.49	01 33402	MONTHLY SECURITY MONITORING		
132319	2/4/2016 SELECT TEMPORARY SERVICES	1,178.50	01 76050	CENTENNIAL EXPENSE.FEE TO ACCESS STORAGE TO LOCATE		
132319	2/4/2016 SELECT TEMPORARY SERVICES	537.25	01 76050	REIMBURSEMENT OF BOOTH FEE MINUS ADMIN FEE OF FOR		
132319	2/4/2016 SELECT TEMPORARY SERVICES	494.27	01 76050	NEW SIGN FOR FHP TENNIS COURT		
132423	2/25/2016 SELECT TEMPORARY SERVICES Vendor Total ----->	537.25	01 76050	PRUNED 1 CYPRESS TREE DISPOSED OF WOOD/DEBRIS		
132320	2/4/2016 SENTRY ALARM SYSTEMS Vendor Total ----->	2,747.27	01 70053	LICENSE RENEWAL-PLAN IT: CAPITAL PLANNING SOFTWARE		
132321	2/4/2016 DEBORAH SHARP Vendor Total ----->	183.00	01 78050	WORKPLACE INVESTIGATION (ACACIA WAY)		
132361	2/11/2016 CAROL SMIDT-SHAW Vendor Total ----->	183.00	01 80400	NEW UNIFORM PURCHASE FOR NEW OFFICER DAVID		
132424	2/25/2016 SIGNWORKS INC Vendor Total ----->	125.00	50 24050 0684	FY 15-16 SUNSET CENTER CARMEL MASTER PLAN CIP		
132362	2/11/2016 SPENCER'S TREE SERVICE Vendor Total ----->	238.98	01 78045	DIGITALEMS FEATURES FOR FEBRUARY 2016		
132322	2/4/2016 STRATEGIC INSIGHTS INC Vendor Total ----->	238.98	01 78045	MEAL ALLOWANCE FOR COMMANDER TOMASI WHITE		
132425	2/25/2016 STEPHANIE ATIGH-ATTORNEY AT LAW Vendor Total ----->	1,350.00	01 61051 0005	REMOVE 4 CYPRESS TREES & DEAD PINE TREE		
132426	2/25/2016 SUMMIT UNIFORMS Vendor Total ----->	3,970.63	01 74031	TPA RISK MNGMT CLAIMS ADMIN SERVICES		
132427	2/25/2016 SUNSET CULTURAL CTR. INC. Vendor Total ----->	1,873.76	13 70921	TPA RISK MNGMT CLAIMS ADMIN SERVICES		
132323	2/4/2016 T2 SYSTEMS CANADA INC Vendor Total ----->	36,776.34	01 74053	SERVICES PROVIDED/JUST EXTRACTIONS & PME EQUIPMENT		
132324	2/4/2016 PAUL TOMASI Vendor Total ----->	50.00	01 74030	FY 15-16 PUT UP AND TAKE DOWN BANNERS OCEAN AVE		
132325	2/4/2016 TOPE'S TREE SERVICE INC. Vendor Total ----->	50.00	01 78050	CARMEL FLAG FOR CENTENNIAL 3'X5' W/POLE/ARM		
132363	2/11/2016 TRISTAR RISK MANAGEMENT Vendor Total ----->	200.00	01 80424	RE-INSTALL BANNER ON WAR MEMORIAL		
132363	2/11/2016 TRISTAR RISK MANAGEMENT Vendor Total ----->	4,000.00	01 80424	PARKING FEE, CHRISTMAS CARDS, SHIPPING FEE		
132428	2/25/2016 TRITON CONSTRUCTION COMPANY Vendor Total ----->	4,000.00	01 70050	CHRISTMAS CARDS & EVIDENCE SUPPLIES		
132326	2/4/2016 TRUCKSIS ENTERPRISES,INC. Vendor Total ----->	1,711.30	01 69053	CHRISTMAS CARDS & EVIDENCE SUPPLIES		
132429	2/25/2016 TRUCKSIS ENTERPRISES,INC. Vendor Total ----->	1,711.30	01 80400	CHRISTMAS CARDS & EVIDENCE SUPPLIES		
132429	2/25/2016 TRUCKSIS ENTERPRISES,INC. Vendor Total ----->	233.75	01 80400	CHRISTMAS CARDS & EVIDENCE SUPPLIES		
132327	2/4/2016 US BANK	419.55	01 80400	PARKING FEE, CHRISTMAS CARDS, SHIPPING FEE		
132327	2/4/2016 US BANK	170.00	01 80038	PARKING FEE, CHRISTMAS CARDS, SHIPPING FEE		
132327	2/4/2016 US BANK	823.30	01 67049	NETWEEK TECH MONTHLY SERVICE IT		
132327	2/4/2016 US BANK	32.29	01 74039	PROFESSIONAL SERVICES-VOLUME STUDY DS 15-411 (HOWL		
132327	2/4/2016 US BANK	97.83	01 74039	PROFESSIONAL SERVICES-VOLUME STUDY DS 15-352 (REZA		
132327	2/4/2016 US BANK	6.00	01 74095			
132327	2/4/2016 US BANK	78.14	01 74054			
132327	2/4/2016 US BANK	118.60	01 80038			
132430	2/25/2016 US BANK Vendor Total ----->	277.95	01 67049			
132328	2/4/2016 BILL VASLOVICH	610.81	50 24050 2516			
132328	2/4/2016 BILL VASLOVICH Vendor Total ----->	558.75	50 24050 2514			
		786.25				
		1,445.00				

Check Date	Vendor Name	Dist Amount	Expense Amount	Description	Paid to Date on Contract	Maximum on Contract
132329	2/4/2016 VERIZON WIRELESS	228.06	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
132364	2/11/2016 VERIZON WIRELESS	201.91	01 80036	FY 15-16 TELEPHONE USAGE CELL PHONES		
	Vendor Total ---->	429.97				
132431	2/25/2016 WAGEWORKS	90.00	01 99017	FLEX SPENDING ACCT FOR EMP/FLAC/ANNUAL ADMIN FEE		
132431	2/25/2016 WAGEWORKS	120.00	01 99017	FLEX SPENDING ACCT FOR EMP/FLAC/ANNUAL ADMIN FEE		
	Vendor Total ---->	210.00				
132330	2/4/2016 WALKER PARKING CONSULTANTS	200.00	13 74901	PROFESSIONAL SERVICES:CBTS PARKING PLAN		
132330	2/4/2016 WALKER PARKING CONSULTANTS	2,169.22	13 74901	CONSULTING SERVICES:CARMEL PARKING PLAN FY 15-16	2,769.22	20,500.00
	Vendor Total ---->	2,369.22				
132331	2/4/2016 WASSON'S CLEANING AND RESTORATION	456.89	01 70050	EMERGENCY CLEANUP OF SEWAGE @ IT OFFICE		
132331	2/4/2016 WASSON'S CLEANING AND RESTORATION	773.03	01 70050	PO QUOTE TO STRIP AND WAX FLOORS AT CFD		
	Vendor Total ---->	1,229.92				
132432	2/25/2016 WEST COAST ARBORISTS INC	34,515.00	01 78052	TREE AND PRUNING MAINTENANCE OF CBTS URBAN FOREST	81,972.50	82,000.00
	Vendor Total ---->	34,515.00				
132365	2/11/2016 WHITAKER BROTHERS BUSINESS MACHINES, INC	380.88	01 67042	SIGNATURE PLATE FOR CHECK WRITER		
	Vendor Total ---->	380.88				
132366	2/11/2016 WITTMAN ENTERPRISES, LLC	32.66	07 73053	AMBULANCE BILLING SERVICES SEPT-DEC2015		
132366	2/11/2016 WITTMAN ENTERPRISES, LLC	8,754.61	07 73053	AMBULANCE BILLING SERVICES SEPT-DEC2015		
	Vendor Total ---->	8,787.27				
	191 Checks Grand Total ->	706,011.81				

Per Carmel Municipal Code 2.12.020

  
David Sandys, City Treasurer



# CITY OF CARMEL-BY-THE-SEA

April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, 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 February
2. Community Planning and Building Reports for the month of February
3. Police, Fire, Ambulance and Beach Reports for the month of February
4. Public Records Act Requests for the Month of February
5. Forester Reports for the month of February
6. City Treasurer's Investment Report for the month of February
7. Forest Theater Update

**APPROVED:**

A handwritten signature in blue ink, appearing to be "C. Rerig", written over a horizontal line.

Chip Rerig, City Administrator

**Date:** \_\_\_\_\_



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

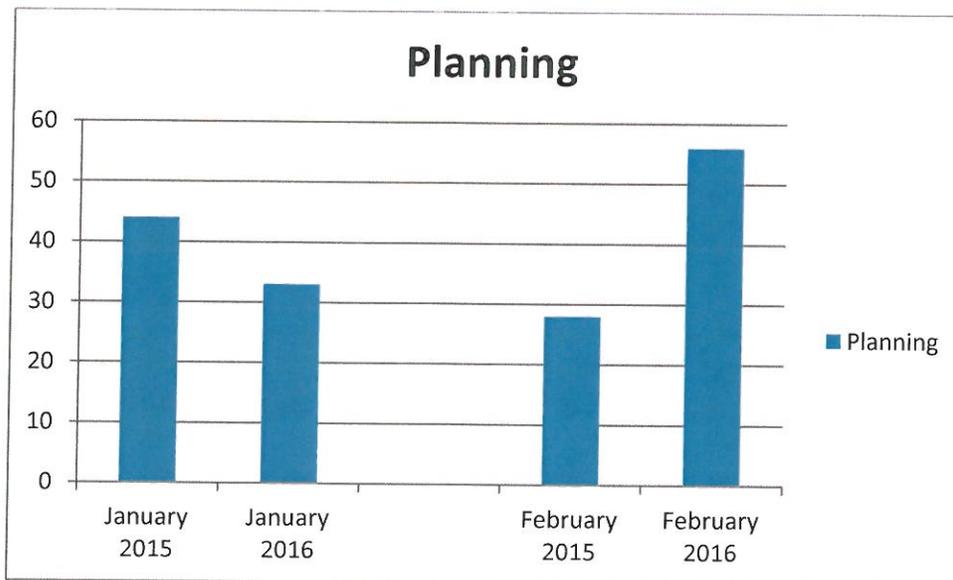
TO: Chip Rerig, City Administrator  
FROM: Marc Wiener, Interim Community Planning and Building Director  
DATE: April 5, 2016  
REF: Community Planning and Building Monthly Summary – February

Attached are the February 2016 activity reports for the Planning Permits, Building Permits, Encroachment Permits, and Code Compliance Cases.

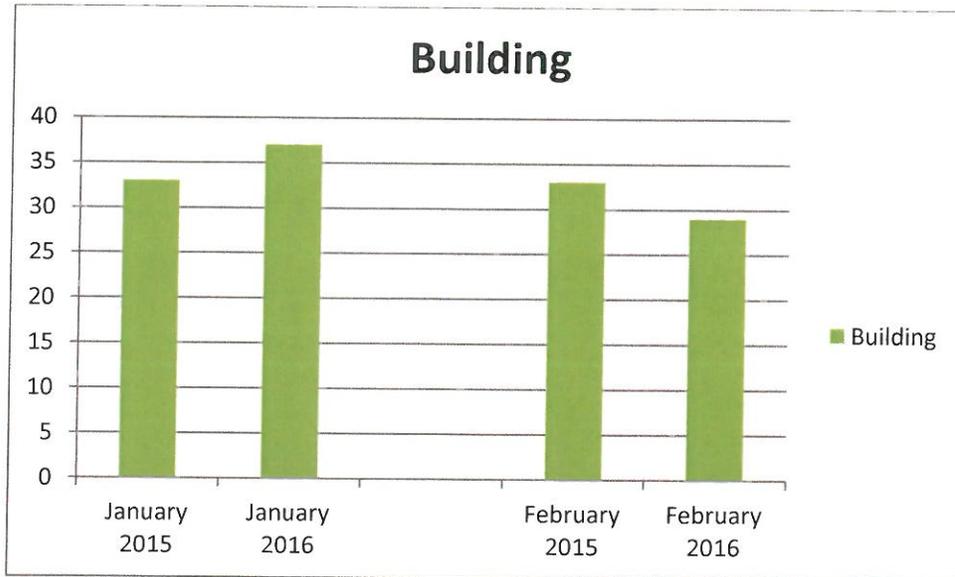
I. APPLICATIONS:

In February, 61 Planning Permit and 29 Building Permit applications were submitted. A list of the individual projects with descriptions is included as an attachment. Charts 1 and 2 show the total number of applications submitted in January through February in comparison to last year.

**Chart 1**



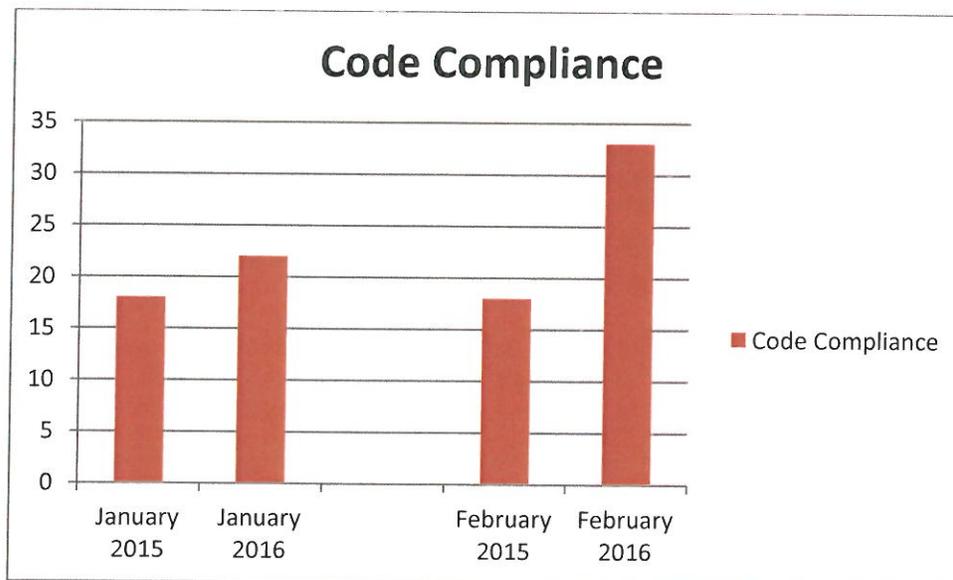
**Chart 2**



**II. CODE COMPLIANCE CASES:**

In February, 33 new code compliance cases were initialized. A description of the individual cases is included as an attachment. Chart 3 shows the total number of code compliance cases opened in January through February in comparison to last year.

**Chart 3**



### III. YEAR-TO-DATE TRENDS

Table 1 includes the 2016 year-to-date totals (Jan – Feb), for Planning and Building Permit Applications, and code compliance cases with a comparison to 2015. As indicated in the table, there has been a 24% increase in planning permits and 52% increase in the number of code compliance cases.

**Table 1 (Jan - Feb)**

	<u>Planning</u>	<u>Building*</u>	<u>Code Compliance</u>
<b>2015 Year-To-Date</b>	72	66	36
<b>2016 Year-To-Date</b>	89	66	55
<b>% Difference</b>	+24%	0%	+52%

### IV. PERMIT PROCESSING

Process Changes – Over the past several months the Community Planning and Building Department (CPBD) has revised its procedures for processing very minor projects such as replacement fencing, in-kind repairs/replacement of site coverage, and window replacements. The CPBD no longer requires a planning permit for these minor projects, but is rather requiring the issuance of a Notice of Authorized Work (NAW). The NAW is essentially an over-the-counter approval for very minor projects. It ensures that the City is reviewing projects and it includes a requirement that a green-card notice be posted at the front property during the project.

In addition to developing a system to expedite minor projects, projects that require a planning permit are generally being processed in a timely manner. The following is a summary of the average processing times for common types of planning permits over the past 4-5 months:

Track 1 Design Study – The average time from submittal to approval is **17 calendar days**.

Track 2 Design Study or Use Permit – The average time from project submittal to first Planning Commission hearing is **43 calendar days**.

Future reports will include annual processing times and monthly processing times for the month that is being reported.

## V. CURRENT ACTIVITIES

- Short-Term Rentals - The Code Compliance Division is working diligently to address the issue of short-term rentals. Starting in December 2015, staff sent out letters via certified mail to property owners whose properties were identified as being advertised as short-term rentals on the internet. The letters directed individual property owners to remove the listing and included an intent to comply form to be signed and returned. Some of the forms were signed and returned and the associated listings were removed from the respective websites. These property owners have also been contacted by phone

Administrative staff has been assigned to assist Code Compliance with this project. The City will continue making multiple attempts, via mail and phone, to contact property owners whose properties are being advertised as a short-term rental. Each attempt to contact the property owner is being tracked in order to support the City's case should legal action be necessary. In addition, the internet postings are being tracked in order to monitor compliance and identify new listings.

- Fireplace Ordinance – On March 9<sup>th</sup> the Planning Commission reviewed a draft ordinance that would regulate wood-burning appliances in newly constructed buildings or in buildings that will be substantially demolished and rebuilt. The Planning Commission will review the matter at least once more on May 11<sup>th</sup>. Only after that would it go to the City Council for consideration.
- War Memorial Subcommittee – On March 9<sup>th</sup> the Planning Commission Chair appointed a subcommittee to draft a policy for the care and treatment of the City's war memorials. The subcommittee will work with the American Legion Post 512 on this project. A draft policy will work its way through the Planning Commission and will eventually be brought before the City Council at a future meeting.

# City of Carmel-by-the-Sea

## Building Permit Report

### February 2016

02/01/2016 - 02/29/2016

Permit #	Permit Type	Project Description	Property Location	Owner Name	Contact	Date Issued	Status
160069	Building	Replace 20 squares of asphalt composition shingles and 30 lb felt with presidential composition shingles and tiger paws underlayment.	1 Pine Ridge Way	Rune and Bach Gansmo Olslund	Vincent Cochran	2/29/2016	Issued
160068	Building	Proposing a new one story addition 172.0 sq ft on the NE end attached to the main house. Removing 597.0 sq ft of hardscape plus an additional 596.7 sq ft of pea gravel on the city ROW. Convert the (E) 190.0 sq ft parking pad. Removing 2 (E) skylights and adding one.	Santa Rita 4 SW of Ocean Ave	Erwin and Elaine Lenowitz	Claudio Ortiz Design Group		In Review
160067	Building	Remove asphalt, install pavers. No sub grade to be done.	Junipero 2 SW of 5th	Zephyr Nevada LLC	Craig Langkamp	2/25/2016	Issued
160066	Building	Re-roof. Tear off right side low pitch with shake on it. Go back to tar and gravel.	Lincoln 3 NW of 8th	Dave Rossetti	Wolfy's Roofing (Scott Townsend)	2/25/2016	Finald
160065	Plumbing	Repair leaks on gas line.	San Carlos 2 NW of Santa Lucia	Todd Elmgren	Charles Clifton	2/25/2016	Finald
160064	Building	Install emergency back up generator	San Antonio 5 NW of 8th	Foster and Nancy Nielson	Conte's Generator		In Review
160063	Building	Install emergency back up generator	San Carlos 3 SW of 5th	EBE Ventures LLC	Conte's Generator		In Review
160062	Building	Floor repairs - structural. Repairs to one-hour floor/ceiling assembly.	Su Vecino Ct -- Lincoln 3 NE of 6th	Nancy and William Moresco	Ron Brown	3/9/2016	Issued
160061	Building	New exterior siding, replacement of some doors and windows, site work, remodel of kitchen, bathroom and stairs.	San Carlos 5 NE of 3rd	Helen Sullivan	Erik Dyar (architect)		Approved
160060	Building	Replace back deck.	SW Corner of Carmelo and 7th	Cecila and Frederick Placzek	Neil Gaucher	3/7/2016	Issued
160059	Building	Tear off existing asphalt shingle. Install new 40 year asphalt shingles.	Junipero 2 SW of 5th	Robert Holman	Alonso Lopez	2/19/2016	Issued
160058	Plumbing	Bathroom plumbing upgrades.	SEC Mission and 13th	Gary and Lynn Lamar	Richard Garza	2/17/2016	Issued
160057	Building	Remove and replace rotten 6x6 post	NEC of Monte Verde and Ocean	Richard Gunner	John Llyod		Approved

160056	Building	New foundation and minor interior only changes.	Lincoln 3 SE of 5th	West Valley Ventures LLC (Yonekura)	James Smith	3/18/2016	Issued
160055	Building	Remodel of an existing SFD with detached garage and guest house	NEC Ocean and San Antonio	Northerpoint Investments	Braden Sterling (contractor TBD)		In Review
160054	Building	panel relocation. saw cutting.	Mission 3 W of 4th	Stephen Rothenburg	Ramon Torres	2/11/2016	Issued
160053	Building	remove shake roof and replace with heavy premium class "B" fire treated over 72 # mineral capsheet to provide class "A" fire rating.	Casanova 2 SE of 11th	Leavy	Premo Roofing	2/9/2016	Finaled
160052	Building	Kitchen and bath remodel.	12th 2 W of Casanova	Laurene Avery	Frank Bruno	2/9/2016	Issued
160051	Plumbing	Install carbon filter.	11th 2 NE of San Antonio	Mike Pietro	Rick Hagenbuch	2/9/2016	Finaled
160050	Mechanical	Replace heating system and add AC.	Carmelo 2 SW of Ocean	Tom and Elece Leverone	Chris Tescher	2/8/2016	Finaled
160049	Building	Interior kitchen remodel. No structural or exterior alterations.	North Carmelo 3 SE of 2nd	Ken and Loretta Nussbacher	Chris Cullen	2/8/2016	Issued
160048	Building	Remove and replace garage. Same design and size and materials.	Monte Verde 7 SW of 13th	Margaret Tucholska	Glenn Warner		Approved
160047	Building	tear off shake roof, install class "B" treated heavy cedar shakes.	Perrynewberry 2 NW of 6th	Jackie and Gail Williams	Bob List	2/5/2016	Finaled
160046	Plumbing	Remove bidet. Install 0.8 gallon toilet.	SWC of Mission and 3rd C-3	Barron Collier	Paul Brocchini	2/5/2016	Finaled
160045	Building	Remodel kitchen	25990 Junipero Ave	Angela Weigel	MacKenzie Patterson (architect)		In Review
160044	Building	Re-roof. LIKE FOR LIKE.	Lincoln 3 NE of 12th	Ted Aldous	David Cooper	2/2/2016	Finaled
160043	Building	re-roof. shake to tile.	26109 Ladera Drive	Jack Lawson	David Costa	2/2/2016	Issued
160042	Building	218 sf addition and remodel to SFD. 482 sf site coverage removal.	Monte Verde 4 SW of 13th	Northpoint Investment Partners LLC	Braden Sterling		In Review
160041	Building	move existing window 14" and replace with new, LIKE FOR LIKE. Replace bathtub, fixtures, tile enclosure in same locations	NW Corner Ocean and Monte Verde	Jacqueline and Daniela Frankenberg (Lobos Properties)	Michael Simmons		In Review

Total Records: 29

3/24/2016

# City of Carmel-by-the-Sea

## Code Compliance Case Report

### February 2016

02/01/2016 - 02/29/2016

Case #	Date Received	Case Type:	Status	Problem Description	Date Closed
16051	2/24/2016	Planning/Building Violation	Closed	Soliciting business and handing out samples outside of business	2/24/2016
16050	2/23/2016	Planning/Building Violation	Closed	Soliciting business and handing out samples outside of business	2/23/2016
16049	2/23/2016	Planning/Building Violation	Open	Exterior residence in neglected state	
16048	2/18/2016	Planning/Building Violation	Open	Bright post lights	
16047	2/11/2016	Right of way Violation	Closed	Base rock placed in ROW.	2/23/2016
16046	2/11/2016	Planning/Building Violation	Closed	Soliciting business by giving samples outside of business	2/11/2016
16045	2/11/2016	Sign Violation	Closed	Illegal temporary interior sign	2/11/2016
16044	2/8/2016	Planning/Building Violation	Closed	No authorization notice for reroof	2/8/2016
16043	2/8/2016	Business License Violation	Closed	No business license	2/12/2016
16042	2/8/2016	Planning/Building Violation	Closed	Complaint of Construction hours violation	2/12/2016
16041	2/4/2016	Planning/Building Violation	Open	Report of too many bar stools	
16040	2/2/2016	Planning/Building Violation	Open	Report of trash on private property visible to public	
16039	2/1/2016	Other	Open	Neighbor dispute regarding water leaving property and causing damage	
16038	2/8/2016	Right of way Violation	Open	Rocks & boulders in city ROW	
16037	2/8/2016	Right of way Violation	Open	Boulders in City ROW	
16036	2/9/2016	Gas Leaf Blower Violation	Closed	Gas leaf blower in use	2/9/2016
16035	2/17/2016	Public Nuisance	Closed	Excessive cardboard left on sidewalk adjacent to restaurant	2/18/2016
16034	2/5/2016	Business License Violation	Closed	Door to door soliciting in commercial district	2/5/2016

16033	2/5/2016	Other	Closed	Trash and recycle can left out on sidewalk	2/5/2016
16032	2/5/2016	Sign Violation	Closed	Illegal signs	2/23/2016
16031	2/4/2016	Planning/Building Violation	Closed	No plans or permits for for new exterior water filtration system.	2/5/2016
16030	2/3/2016	Right of way Violation	Closed	Rocks and boulders in ROW	3/9/2016
16029	2/3/2016	Business License Violation	Closed	No business license	3/10/2016
16028	2/3/2016	Sign Violation	Closed	Too many construction signs	
16027	2/3/2016	Planning/Building Violation	Closed	No green authorization notice for repair work and extended driveway work	3/9/2016
16026	2/5/2016	Planning/Building Violation	Closed	illegal exterior sign	2/8/2016
16025	2/1/2016	Business License Violation	Closed	No business license	2/5/2016
16024	2/1/2016	Business License Violation	Closed	No business license	2/26/2016
16023	2/1/2016	Gas Leaf Blower Violation	Closed	Observed gardener using gas leaf blower	2/1/2016
16022	2/1/2016	Gas Leaf Blower Violation	Closed	Observed gardener using gas leaf blower	2/1/2016
16021	1/30/2016	Planning/Building Violation	Open	Bright exterior lights on garage	
16020	1/28/2016	Planning/Building Violation	Closed	New side yard fence replacing older fence	1/29/2016
16019	1/1/2016	Planning/Building Violation	Closed	Neighbor dispute	1/28/2016

**Total Records: 33**

**3/24/2016**

## City of Carmel-by-the-Sea Planning Permit Report February 2016

02/01/2016 - 02/29/2016

Permit #	Permit Type	Project Description	Address/ Location	Date Received	Date Approved	Owner Name	Applicant	Assigned To	Status
16093	Banners	Banner installation	Ocean Ave and Sunset Center	2/24/2016		Pac Rep- City of Carmel	Pac Rep (Wizard of Oz)	Cortina Whitmore	In Review
16092	Preliminary Site Assessment	site assessment of property	San Carlos 6 NW of Santa Lucia	2/29/2016		Robert Freeman	Claudio Ortiz	Matthew Sundt	Approved
16091	Preliminary Site Assessment	Preliminary Site Assessment	Carmelo 5 SW of 11th	2/26/2016		Jim and Gail Finnegan	Jeff Crockett	Matthew Sundt	Approved
16090	Design Study	Landscaping, front fence and gate, new entry walkways, entry patios.	Camino Real 7 NE of Ocean Ave.	2/26/2016	3/10/2016	Nicki and Don Sturdivant	Kathleen Coss	Marc Wiener	Approved
16089	Design Study	Adding bathroom	North Casanova 8 NE of Palou	2/26/2016		Joseph and Louise	Mark Tanous	Catherine Tarone	In Review
16088	Historic Evaluation	Historic Evaluation	San Antonio SW of 4th	2/25/2016		David Liskin	Sam Piffero	Matthew Sundt	Closed
16087	Banners	Banner installation at the Library	Carmel Public Library	2/25/2016	2/26/2016	Carmel Public Library	Amy Donohue	Cortina Whitmore	Approved
16086	Design Review		Junipero 2 SW of 5th	2/25/2016	2/25/2016	Zephyr Nevada, LLC	Craig Langkamp	Marc Wiener	Approved
16085	Design Study	177 addition and remodel of an existing one story single family residence.	Santa Rita 2 NW of 2nd Ave.	2/25/2016	3/22/2016	Ralph and Diane Huber	Craig Holdren	Marc Wiener	Approved
16084	Banners	Banner installation	Ocean Ave and Sunset Center	2/24/2016		City of Carmel by the Sea	PacRep Theater-Sister Act	Cortina Whitmore	In Review
16083	Banners	Banner installation	Ocean Ave and Sunset Center	2/24/2016		City of Carmel by the Sea	PacRep Theater-Buddy & Co./Wizard Of Oz	Cortina Whitmore	In Review
16082	Banners	Banner installation	Ocean Ave and Sunset Center	2/24/2016		City of Carmel by the Sea	PacRep Theater-Mary Poppins	Cortina Whitmore	In Review
16081	Banners	Banner installation	Ocean Ave and Sunset Center	2/24/2016	3/1/2016	The Panetta Institutes for Public Policy	Sylvia Panetta	Cortina Whitmore	Approved
16080	Banners	Banner installation	Ocean Ave and Sunset Center	2/23/2016	3/4/2016	The Panetta Institutes for Public Policy	Sylvia Panetta	Cortina Whitmore	Approved
16079	Banners	Banner installation	Ocean Ave. and Sunset Center	2/24/2016	3/4/2016	The Panetta Institutes for Public Policy	Sylvia Panetta	Cortina Whitmore	Approved
16078	Business License	Brunos Goods and Gear - wholesale of pet products	Palou, 2 SW of 2nd	2/23/2016	2/29/2016	Margaret Hays	Margaret Hays	Ashley Hobson	Approved
16077	Business License	Mint Portrait Studio - This business license authorizes use of an office space by a commercial business	NW Corner of Mission Ave and 8th St.	2/19/2016	3/15/2016	Rachel Lambert	Rachel Lambert	Ashley Hobson	Approved
16076	Coastal Development Permit	Beach Fire Management Plan	Carmel Beach			City of Carmel	City of Carmel	Marc Wiener	Scheduled for PC
16075	Municipal Project	Wood Burning Stove Ordinance	Throughout			City of Carmel	City of Carmel	Marc Wiener	Scheduled for PC
16074	Design Study	Substantial alterations	Forest 3 SW of Ocean Ave.	2/23/2016		Carmel Development II, LLC	Jon Erlandson	Catherine Tarone	In Review
16073	Banners	Banner installation	Ocean Ave and Sunset Center	2/23/2016	2/24/2016	The Panetta Institutes for Public Policy	Sylvia Panetta	Cortina Whitmore	Approved

16072	Design Study	Fences, walls, site coverage, addition and doors	Forest Rd. 2 NW of 7th Ave.	2/22/2016		Andrew and Lara Tope	James Tullis	Catherine Tarone	In Review
16071	Historic Evaluation	Historic Evaluation	Monte Verde 4 NE of 7th	2/22/2016		Harold Eastman	Tim Allen	Matthew Sundt	Closed
16070	Variance	Application for Variance	Scenic 2 NW of 8th	2/23/2016		Arthur Chadwick	Erick Miller Architects, Inc.	Matthew Sundt	In Review
16069	Design Study	Substantial Alterations	Vizcaino 11 SW of Mt. View	2/19/2016		Lehman-Siegfried Trust	Alan Lehman	Ashley Hobson	Corrections Required
16068	Design Study	New dwelling	Vizcaino 10 SW of Mt. View	2/19/2016		OSBT Investments	Alan Lehman	Ashley Hobson	Corrections Required
16067	Business License	Home Business License for Global Media Concerts, LLC - creation, development	Junipero 3 NW of 5th St.	2/18/2016	2/18/2016	Alan Vavrin	Alan Vavrin	Ashley Hobson	Approved
16066	Business License	Home Business License for Sensory Immersion Entertainment - production	Junipero 3 NW of 5th St.	2/18/2016	2/18/2016	Alan Vavrin	Alan Vavrin	Ashley Hobson	Approved
16064	Design Review	The Installation of a stucco fountain at the rear of the	Lincoln 2 SW of Ocean	2/18/2016	3/16/2016	Goese	Cynthia Spellacy	Catherine Tarone	Approved
16063	Authorized Work	In-kind repairs to rotting wood around the windows and planter boxes (color and material to match)	Northeast Corner of Ocean and Dolores	2/17/2016	2/17/2016	Paul Laub	Mike Hirst	Ashley Hobson	Approved
16062	Business License	Change from Commercial to Residential Use	Lincoln Street, between 5th and 6th	2/16/2016		Glen Yonekura	James Smith	Ashley Hobson	In Review
16061	Business License	Smith Family Wines - previously Alexander Smith	Ocean Ave, between Monte Verde and Lincoln	2/16/2016	2/22/2016	Richard and Claudia Smith	Jennifer Smith	Ashley Hobson	Approved
16060	Business License	Business License for Giles of Carmel	Dolores Street, 4 SW of Ocean Ave.	2/10/2016		Bedros Agacanyan & Ohannes Agacanyan	Bedros Agacanyan & Ohannes Agacanyan	Ashley Hobson	In Review
16059	Sign	Install in sign	Junipero and 8th	2/17/2016		Cobblestone Capital, LLC	Helgi Jonsson	Cortina Whitmore	Approved
16058	Authorized Work	Aluminum window replacement (like for like) of all windows.	Lincoln, 4 SW of 9th	2/17/2016	2/17/2016	Fox	Mark Beecher Smith	Ashley Hobson	Approved
16057	Historic Evaluation	Historic Evaluation	Carmelo 4 SW of 7th	2/16/2016		Glen Yonekura	James Smith	Catherine Tarone	In Review
16056	Historic Evaluation	Historic Evaluation	Mission, 3 SW of Rio	2/16/2016	3/18/2016	Glen Yonekura	James Smith	Catherine Tarone	Closed
16055	Mills Act Request	Mills Act Contract	San Antonio 3 SW of 7th	2/16/2016		Lawrence Chazen	Lawrence Chazen	Ashley Hobson	Closed
16054	Sign	Install in sign, business name change	SS of Ocean between Lincoln and Monte Verde	2/16/2016	2/25/2016	Dennis Levett	Jen Smith	Cortina Whitmore	Approved
16053	Design Study	Replace shake roof on the rightside of the house	Lincoln 3 NW Of 8th	2/16/2016	2/23/2016	Dave Rossetti	Scott Townsend	Ashley Hobson	Approved
16052	Design Study	remodel of (E) house, new doors and windows. demo	Dolores St 2 SW of 13th	2/11/2016	3/8/2016	Karen and Eric Baymiller	Adam Jesselnick	Ashley Hobson	Approved
16051	Design Study	929 sf addition to an (E) two story SFD and 145 sf addition to an (E) deck	NWC of Camino Real and Ocean	2/11/2016		Bruce and Linda Taylor	Craig Holdren	Catherine Tarone	Corrections Required
16050	Sign	Sense Life Sign, hanging on existing bracket	Ocean Ave., 1 NE of Monte Verde	2/11/2016		Mary Delfino	Moshik Palgir	Cortina Whitmore	Approved
16049	Business License	Business License for Sense Life - Retail of skincare, health, and beauty products	South site of Ocean Avenue, between Monte Verde and Lincoln	2/11/2016	2/16/2016	Mary Delfino	David Ezra and Moshik Paglir	Ashley Hobson	Approved
16048	Design Study	New landscaping, removal of all existing patios and walkways in the side and	NE Corner of Lincoln and 2nd	2/10/2016		Sarah Vinnedge	Scott Hall	Catherine Tarone	Corrections Required
16047	Business License	Business License for Monte Verde Inn	Monte Verde Street, 2 SW of Ocean Ave.	2/8/2016		Levett Crayne Properties LLC	Kate Levette Crayne and Aaron Crayne	Ashley Hobson	In Review

16046	Design Study	Lift and reset existing turf block driveway. Remove grass and replace with	Scenic Ave. 6 SW of Ocean	2/9/2016		James Bildner	Rosemary Wells	Matthew Sundt	Final Inspection Pending
16045	Business License	Business License for Sylvie Unique Boutique, a woman's clothing and	NW Corner of 6th and Mission	2/8/2016	2/9/2016	Sylvie Ann Vidal	Sylvie Ann Vidal	Ashley Hobson	Approved
16044	Design Study	Install permeable, high quality artificial turf and drought tolerant plants.	NWC of Carmelo and 10th	2/8/2016		Peter Boutin	Peter Boutin	Matthew Sundt	Final Inspection Pending
16043	Business License	Business License for Ocean Skin Care, an anti-aging skin care product retail store.	NE Corner of Ocean Ave. and Dolores St.	1/20/2016	2/8/2016	Liam Ben David	Liam Ben David	Ashley Hobson	Approved
16042	Business License	Home Occupation Business License for Ozzie's Toffee	NW Corner of Fifth and Junipero	1/26/2016	2/9/2016	Larry Osborne	Larry Osborne	Ashley Hobson	Approved
16040	Business License	Business License for "Arts & Design Center, Carmel Valley"	San Carlos, between Ocean and 7th	2/3/2016			Stan Khayms	Ashley Hobson	In Review
16039	Historic Evaluation	Preliminary Historic Evaluation	Mission St. 5 SW of 12th	2/5/2016		Falge Martial Trust	Sam Piffero	Matthew Sundt	Closed
16037	Design Study	Substantial alteration	6 Ave. 4 SE of Forest	2/4/2016		Kevin and Courtney Kramer	James Kean	Ashley Hobson	Corrections Required
16036	Design Study	Remove bedroom french doors and masterbath window. install siding. type	Scenic 7 SW of Ocean	2/3/2016		Tricia and Brian Driscoll	James Tullis	Matthew Sundt	Final Inspection Pending
16035	Authorized Work	In-kind replacement of 8 existing wood windows with new unclad wood windows	North side of 9th Avenue, between Carmelo and San Antonio	2/3/2016	2/3/2016	Russell Quacchia	Michael LePage	Ashley Hobson	Approved
16034	Use Permit	New mixed use building replacing existing commercial building	SWC of Dolores and 5th	2/2/2016		Leidig-Draper	Erik Dyar	Cortina Whitmore	In Review
16033	Historic Evaluation	Historic Evaluation	Mission 2 NW of Vista	2/2/2016	2/19/2016	Paul Ho	Ken Wilson	Catherine Tarone	Closed
16032	Design Review	New mixed use building with street level commercial. condos (4).	SWC of Dolores and 5th	2/2/2016		Leidig/Draper	Erik Dyar	Marc Wiener	In Review
16031	Design Study	The removal of a window on the upper-story of the	NWC Santa Lucia and Rio	2/1/2016	2/29/2016	Ronald Shelan	Dennis Dire	Catherine Tarone	Approved

Total Records: 61

**CITY OF CARMEL-BY-THE-SEA POLICE DEPARTMENT**

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

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**MEMORANDUM**

**TO: CHIP RERIG, CITY ADMINISTRATOR**  
**FROM: PAUL TOMASI, POLICE COMMANDER**  
**DATE: 03/12/16**  
**REF: RESPONSE SUMMARY REPORT FOR FEBRUARY**

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**Summary of Carmel Fire Ambulance February 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 95%.**

A code 3 call is an emergency response for a life threatening emergency. Code 3 is the term used which signifies when the Ambulance is authorized to use lights and siren to respond in the most expeditious manner.

**Ambulance exceeded the performance measure with (0) Code 3 calls over 5 minutes: 100%**

99 total calls for service

51 calls for service in CBTS Average response time: 2:56 min.

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**Summary of Monterey Fire February 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. 95%**

A code 3 call is an emergency response for a life threatening emergency. Code 3 is the term used which signifies when the Fire Engine is authorized to use lights and siren to respond in the most expeditious manner.

**Fire department exceeded the performance measure with (1) Code 3 call over 5 minutes: 98%**

71 total calls for service in CBTS Average response time: 2:57 min.

55 total Code-3 calls

(1) Code 3 calls with a response time over 5 minutes:

- 16-0000671; 2/01/16; 7<sup>th</sup> Ave. ; (9:10 min) Carmel unit on another emergency call, secondary unit dispatched and responded from station 3- Monterey



RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 2/1/2016 To: 2/29/2016



INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET	
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**311 Medical assist, assist EMS crew**

16-0000695	2/3/2016	13:38:31	13:39:19	0:00:48	LINCOLN	OCEAN
16-0001304	2/29/2016	19:57:08	19:59:34	0:02:26	8TH	DOLORES
16-0001303	2/29/2016	20:56:29	20:58:18	0:01:49	5TH	JUNIPERO
<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>		<b>0:01:41</b>		

**3111 Medical Call No Aid Given**

16-0000671	2/1/2016	17:48:24	17:57:34	0:09:10	* 7TH	
16-0000668	2/2/2016	8:12:05	8:15:54	0:03:49	11TH	CASANOVA
16-0000697	2/3/2016	14:45:24	14:45:42	0:00:18	3RD	JUNIPERO
16-0000923	2/14/2016	14:56:31	14:58:40	0:02:09	OCEAN	SAN ANTONIO
16-0000931	2/14/2016	20:33:46	20:35:41	0:01:55	MONTE VERDE	OCEAN
16-0001184	2/25/2016	0:16:11	0:20:46	0:04:35	9TH	DOLORES
16-0001221	2/26/2016	15:49:38	15:50:48	0:01:10	7TH	LINCOLN
16-0001232	2/27/2016	3:05:06	3:08:46	0:03:40	12TH	SAN CARLOS
<b>Subtotal</b>	<b>8</b>	<b>Average Response Time</b>		<b>0:03:21</b>		

**321 EMS call, excluding vehicle accident with injury**

16-0000659	2/1/2016	17:43:05	17:45:39	0:02:34	3RD	TORRES
16-0000737	2/5/2016	18:30:42	18:33:01	0:02:19	8TH	SANTA FE
16-0000803	2/8/2016	21:34:26	21:35:57	0:01:31	5TH	SAN CARLOS
16-0000807	2/9/2016	7:54:01	7:57:36	0:03:35	LOBOS	3RD
16-0000814	2/9/2016	12:10:43	12:13:23	0:02:40	DOLORES	5TH
16-0000850	2/11/2016	10:37:50	10:40:39	0:02:49	OCEAN	SANTA RITA
16-0000854	2/11/2016	13:30:13	13:31:48	0:01:35	8TH	LINCOLN
16-0000867	2/12/2016	9:58:01	10:00:51	0:02:50	8TH	SANTA FE
16-0000877	2/12/2016	18:39:51	18:41:39	0:01:48	7TH	DOLORES
16-0000984	2/17/2016	8:01:27	8:04:55	0:03:28	13TH	DOLORES
16-0000985	2/17/2016	8:57:14	8:59:47	0:02:33	FIRST	SAN CARLOS
16-0001030	2/18/2016	10:10:54	10:13:45	0:02:51	5TH	SANTA FE
16-0001034	2/18/2016	12:56:13	12:59:10	0:02:57	13TH	SAN CARLOS
16-0001056	2/19/2016	10:05:20	10:07:28	0:02:08	7TH	MONTE VERDE
16-0001131	2/22/2016	14:39:11	14:40:39	0:01:28	OCEAN	SAN CARLOS
16-0001138	2/22/2016	20:25:05	20:27:29	0:02:24	12TH	SAN CARLOS
16-0001179	2/24/2016	20:45:15	20:47:32	0:02:17	9TH	SAN CARLOS
16-0001181	2/24/2016	21:31:41	21:34:44	0:03:03	7TH	LINCOLN
16-0001228	2/26/2016	20:20:53	20:22:09	0:01:16	5TH	SAN CARLOS
16-0001243	2/27/2016	15:43:07	15:46:10	0:03:03	9TH	SCENIC
<b>20</b>		<b>Average Response Time</b>		<b>0:02:27</b>		

<b>323</b>	<b>Motor vehicle/pedestrian accident (MV Ped)</b>					
16-0000672	2/2/2016	12:01:36	12:04:11	0:02:35	3RD	SANTA FE
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:35</b>		
<b>342</b>	<b>Search for person in water</b>					
16-0001176	2/24/2016	16:57:01	16:57:52	0:00:51	8TH	SCENIC
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:00:51</b>		
<b>364</b>	<b>Surf rescue</b>					
16-0000946	2/15/2016	9:57:36	9:58:20	0:00:44	OCEAN	SCENIC
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:00:44</b>		
<b>411</b>	<b>Gasoline or other flammable liquid spill</b>					
16-0000797	2/8/2016	16:42:51	16:45:10	0:02:19	3RD	MISSION
16-0000829	2/10/2016	14:46:17	14:47:34	0:01:17	5TH	MISSION
16-0000865	2/12/2016	6:23:44	6:26:37	0:02:53	JUNIPERO	OCEAN
<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>		<b>0:02:10</b>		
<b>442</b>	<b>Overheated motor</b>					
16-0000944	2/15/2016	7:21:18	7:22:43	0:01:25	4TH	MISSION
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:01:25</b>		
<b>443</b>	<b>Breakdown of light ballast</b>					
16-0000689	2/3/2016	10:17:57	10:20:24	0:02:27	4TH	JUNIPERO
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:27</b>		
<b>444</b>	<b>Power line down</b>					
16-0000642	2/1/2016	8:14:05	8:19:01	0:04:56	CASANOVA	FRASER
16-0000661	2/1/2016	19:39:43	19:43:14	0:03:31	3RD	DOLORES
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:04:14</b>		
<b>445</b>	<b>Arcing, shorted electrical equipment</b>					
16-0000680	2/2/2016	18:19:17	18:24:05	0:04:48	CAMINO REAL	FRASER
16-0000908	2/13/2016	17:52:18	17:55:26	0:03:08	8TH	TORRES
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:03:58</b>		
<b>510</b>	<b>Person in distress, Other</b>					
16-0001142	2/22/2016	22:44:43	22:48:35	0:03:52	MOUNTAIN VIEW	VIZCAINO
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:52</b>		
<b>522</b>	<b>Water or steam leak</b>					
16-0000844	2/11/2016	4:52:09	4:55:57	0:03:48	7TH	SAN ANTONIO
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:48</b>		
<b>531</b>	<b>Smoke or odor removal</b>					
16-0001112	2/21/2016	21:37:02	21:40:51	0:03:49	4TH	SANTA FE
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:49</b>		
<b>551</b>	<b>Assist police or other governmental agency</b>					
16-0001024	2/17/2016	21:04:40	21:11:06	0:06:26	* 2ND	JUNIPERO
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:06:26</b>		
<b>552</b>	<b>Police matter</b>					
16-0000843	2/11/2016	3:55:26	3:58:36	0:03:10	OCEAN	SAN CARLOS
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:10</b>		

<b>553</b>	<b>Public service</b>					
16-0000968	2/16/2016	10:35:06	10:37:34	0:02:28	SEVENTH	FOREST
16-0001038	2/18/2016	14:19:13	14:22:58	0:03:45	1ST	SAN CARLOS
16-0001182	2/24/2016	22:37:28	22:40:53	0:03:25	6TH	CARPENTER
16-0001269	2/28/2016	12:59:15	13:04:45	0:05:30	* 8TH	SCENIC
<b>Subtotal</b>	<b>4</b>		<b>Average Response Time</b>	<b>0:03:47</b>		
<b>554</b>	<b>Assist invalid</b>					
16-0001019	2/17/2016	19:40:24	19:43:48	0:03:24	5TH	LINCOLN
16-0001021	2/17/2016	19:54:44	19:59:34	0:04:50	FLANDERS	VIZCAINO
16-0001041	2/18/2016	19:14:32	19:16:48	0:02:16	5TH	MONTE VERDE
16-0001080	2/19/2016	20:42:58	20:44:35	0:01:37	7TH	LINCOLN
16-0001106	2/21/2016	19:24:04	19:26:53	0:02:49	2ND	DOLORES
<b>Subtotal</b>	<b>5</b>		<b>Average Response Time</b>	<b>0:02:59</b>		
<b>622</b>	<b>No Incident found on arrival at dispatch address</b>					
16-0000655	2/1/2016	15:44:20	15:49:13	0:04:53	13TH	MISSION
16-0000727	2/5/2016	10:16:26	10:19:23	0:02:57	DEL MAR	OCEAN
16-0000895	2/13/2016	11:15:41	11:18:46	0:03:05	OCEAN	SCENIC
16-0000971	2/16/2016	12:54:29	12:57:51	0:03:22	8TH	SCENIC
16-0001003	2/17/2016	14:01:09	14:04:30	0:03:21	DOLORES	OCEAN
16-0001014	2/17/2016	17:57:00	17:58:34	0:01:34	RIO	SANTA LUCIA
16-0001018	2/17/2016	19:32:40	19:36:58	0:04:18	3RD	MONTEREY
16-0001070	2/19/2016	17:17:36	17:21:13	0:03:37	12TH	SCENIC
16-0001236	2/27/2016	9:57:10	10:00:49	0:03:39	12TH	SCENIC
<b>Subtotal</b>	<b>9</b>		<b>Average Response Time</b>	<b>0:03:25</b>		
<b>721</b>	<b>Bomb scare - no bomb</b>					
16-0001168	2/24/2016	8:00:24	8:01:45	0:01:21	MONTE VERDE	OCEAN
<b>Subtotal</b>	<b>1</b>		<b>Average Response Time</b>	<b>0:01:21</b>		
<b>733</b>	<b>Smoke detector activation due to malfunction</b>					
16-0000882	2/12/2016	19:12:45	19:16:32	0:03:47	10TH	CARMELO
16-0001058	2/19/2016	11:03:58	11:08:57	0:04:59	13TH	SCENIC
<b>Subtotal</b>	<b>2</b>		<b>Average Response Time</b>	<b>0:04:23</b>		
<b>734</b>	<b>Heat detector activation due to malfunction</b>					
16-0000914	2/13/2016	23:44:10	23:46:41	0:02:31	5TH	MISSION
<b>Subtotal</b>	<b>1</b>		<b>Average Response Time</b>	<b>0:02:31</b>		
<b>735</b>	<b>Alarm system sounded due to malfunction</b>					
16-0001296	2/29/2016	17:05:15	17:08:21	0:03:06	4TH	TORRES
<b>Subtotal</b>	<b>1</b>		<b>Average Response Time</b>	<b>0:03:06</b>		
<b>TOTAL</b>	<b>71</b>		<b>TOTAL AVERAGE RESPONSE TIME</b>	<b>0:02:57</b>		

\* Over 5 minute responses:

- 16-0000671 Engine responded from Station 3 due to Carmel and other units being committed to multiple incidents.
- 16-0001024 Code 2 response, non emergency.
- 16-0001269 Code 2 response, non emergency.



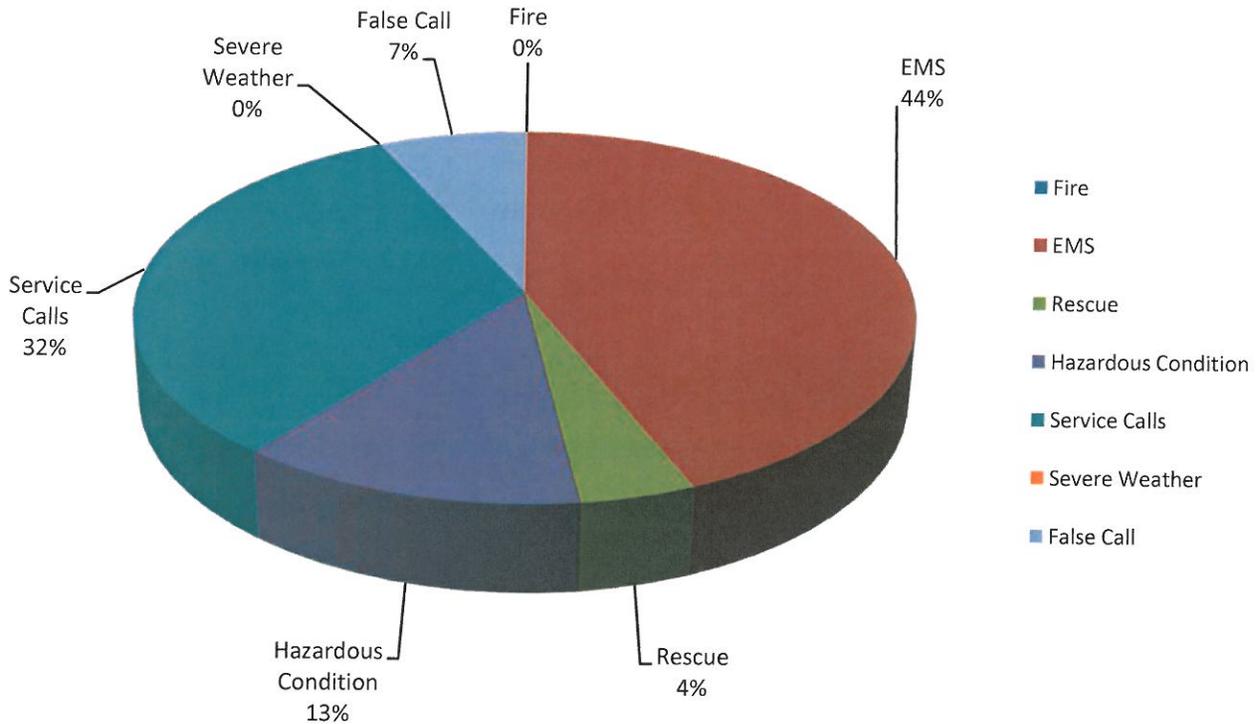
CITY OF MONTEREY - FIRE DEPARTMENT  
 FEBRUARY 2016  
 CARMEL-BY-THE-SEA



Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	31	2:37
Rescue	3	1:23
Hazardous Condition	9	2:58
Service Calls	23	3:34
Severe Weather	0	0:00
False Call	5	3:09

Total Responses 71 2:57



Total Code 3 Calls: 55

Response Times for Code 3 Calls ≤ 5 minutes: 98%



**RESPONSE SUMMARY REPORT BY DISTRICT**  
**27015 CARMEL-BY-THE-SEA FIRE AMBULANCE**



**Alarm Dates: 2/01/2016 to 2/29/2016**

<b>CITY OF CARMEL-BY-THE-SEA -- RESPONSES BY DISTRICT</b>					
<b>INCIDENT</b>	<b>DATE</b>	<b>ALARM</b>	<b>ARRIVAL</b>	<b>RESPONSE</b>	<b>STREET</b>

**ALL CALLS FOR CARMEL**

1600000119	2/1/2016	3:44:20 PM	3:49:30 PM	0:05:10	MISSION ST/13TH AV
1600000120	2/1/2016	5:43:05 PM	5:45:51 PM	0:02:46	TORRES ST/3RD AV
1600000121	2/1/2016	7:39:43 PM	7:43:14 PM	0:03:31	DOLORES ST/3RD AV
1600000117	2/1/2016	8:14:05 AM	8:19:16 AM	0:05:11	CASANOVA ST/FRASER WY
1600000124	2/2/2016	8:12:05 AM	8:16:07 AM	0:04:02	CASANOVA ST/11TH AV
1600000128	2/2/2016	12:01:36 PM	12:04:15 PM	0:02:39	SANTA FE ST/3RD AV
1600000131	2/3/2016	1:38:31 PM	1:39:07 PM	0:00:36	LINCOLN ST/OCEAN AV
1600000132	2/3/2016	2:45:24 PM	2:45:42 PM	0:00:18	JUNIPERO AV/3RD AV
1600000130	2/3/2016	10:17:57 AM	10:20:24 AM	0:02:27	JUNIPERO AV/4TH AV
1600000136	2/5/2016	6:29:45 PM	6:32:51 PM	0:03:06	SANTA FE/8TH
1600000137	2/5/2016	9:06:48 PM	9:13:31 PM	0:06:43	3850 RIO ROAD #83
1600000146	2/8/2016	9:34:26 PM	9:36:33 PM	0:02:07	SAN CARLOS ST/5TH AV
1600000145	2/8/2016	4:42:51 PM	4:45:20 PM	0:02:29	MISSION ST/3RD AV
1600000147	2/9/2016	7:54:01 AM	7:57:41 AM	0:03:40	5051 LOBOS ST
1600000153	2/11/2016	3:55:26 AM	3:58:36 AM	0:03:10	OCEAN AV/SAN CARLOS ST
1600000155	2/11/2016	10:37:50 AM	10:39:17 AM	0:01:27	SANTA RITA ST/OCEAN AV
1600000156	2/11/2016	1:30:02 PM	1:31:00 PM	0:00:58	LINCOLN/8TH
1600000154	2/11/2016	4:52:09 AM	4:55:57 AM	0:03:48	7TH AV/SAN ANTONIO AV
1600000162	2/12/2016	6:39:51 PM	6:41:20 PM	0:01:29	7TH AV/DOLORES ST
1600000159	2/12/2016	6:23:44 AM	6:28:33 AM	0:04:49	OCEAN AV/JUNIPERO AV
1600000164	2/13/2016	11:44:10 PM	11:46:48 PM	0:02:38	5TH AV/MISSION ST
1600000167	2/14/2016	2:56:31 PM	2:59:44 PM	0:03:13	SAN ANTONIO AV/OCEAN AV
1600000169	2/14/2016	8:33:46 PM	8:35:59 PM	0:02:13	OCEAN AV/MONTE VERDE ST
1600000172	2/15/2016	9:57:00 AM	9:58:20 AM	0:01:20	1 DEL MAR
1600000182	2/17/2016	7:56:11 PM	8:01:42 PM	0:05:31	VIZCAINO/FLANDERS WY
1600000175	2/17/2016	8:01:27 AM	8:05:03 AM	0:03:36	DOLORES ST/13TH AV
1600000176	2/17/2016	8:57:14 AM	9:00:16 AM	0:03:02	SAN CARLOS ST/1ST AV
1600000181	2/17/2016	7:43:07 PM	7:43:48 PM	0:00:41	5TH AV/LINCOLN ST
1600000180	2/17/2016	7:32:40 PM	7:37:01 PM	0:04:21	MONTEREY ST/3RD AV
1600000183	2/17/2016	9:04:40 PM	9:11:16 PM	0:06:36	2ND AV/JUNIPERO AV
1600000190	2/18/2016	2:19:13 PM	2:22:23 PM	0:03:10	SAN CARLOS ST/1ST AV
1600000188	2/18/2016	10:10:54 AM	10:12:07 AM	0:01:13	SANTA FE ST/5TH AV
1600000189	2/18/2016	12:56:13 PM	12:59:02 PM	0:02:49	SAN CARLOS ST/13TH AV
1600000191	2/18/2016	7:14:32 PM	7:16:39 PM	0:02:07	5TH AV/MONTE VERDE ST
1600000194	2/19/2016	5:21:10 PM	5:21:36 PM	0:00:26	12TH AV/SCENIC RD
1600000198	2/21/2016	9:37:02 PM	9:40:51 PM	0:03:49	SANTA FE ST/3RD AV

INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
1600000197	2/21/2016	7:24:04 PM	7:26:53 PM	0:02:49	DOLORES ST/2ND AV
1600000199	2/22/2016	11:21:26 AM	11:23:30 AM	0:02:04	OCEAN AV/SCENIC RD
1600000201	2/22/2016	2:39:11 PM	2:40:22 PM	0:01:11	OCEAN AV/SAN CARLOS ST
1600000202	2/22/2016	8:25:05 PM	8:27:27 PM	0:02:22	SAN CARLOS ST/12TH AV
1600000209	2/24/2016	8:30:16 PM	8:35:09 PM	0:04:53	3562 OLIVER RD
1600000210	2/24/2016	9:31:41 PM	9:33:20 PM	0:01:39	LINCOLN ST/7TH AV
1600000207	2/24/2016	8:00:24 AM	8:02:09 AM	0:01:45	MONTE VERDE ST/OCEAN AV
1600000211	2/24/2016	10:37:28 PM	10:41:01 PM	0:03:33	6TH AV/CARPENTER ST
1600000208	2/24/2016	4:57:01 PM	4:58:17 PM	0:01:16	8TH AV/SCENIC RD
1600000212	2/25/2016	12:16:11 AM	12:20:57 AM	0:04:46	DOLORES ST/9TH AV
1600000219	2/26/2016	8:20:53 PM	8:22:05 PM	0:01:12	SAN CARLOS ST/5TH AV
1600000220	2/27/2016	3:05:06 AM	3:08:55 AM	0:03:49	SAN CARLOS ST/12TH AV
1600000222	2/27/2016	3:43:07 PM	3:45:26 PM	0:02:19	SCENIC RD/9TH AV
1600000226	2/29/2016	5:05:15 PM	5:11:21 PM	0:06:06	TORRES/4TH
1600000227	2/29/2016	8:55:41 PM	8:58:18 PM	0:02:37	JUNIPERO/5TH
<b>Subtotal</b>	<b>51</b>		<b>Average Response Time</b>	<b>0:02:56</b>	

RESPONSES BY DISTRICT					
INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
<b>Big Sur</b>					
1600000129	2/2/2016	4:37:56 PM	5:24:00 PM	0:46:04	49901 HWY 1
1600000168	2/14/2016	4:03:12 PM	5:06:36 PM	1:03:24	MILE MARKER 36/HWY 1
<b>Subtotal</b>	<b>2</b>		<b>Average Response Time</b>	<b>0:54:44</b>	<b>Big Sur</b>

<b>Carmel Highlands</b>					
1600000148	2/9/2016	11:54:45 AM	12:00:49 PM	0:06:04	1 POINT LOBOS STATE RESERVE
1600000160	2/12/2016	9:33:46 AM	9:41:57 AM	0:08:11	120 HIGHLANDS DR
1600000193	2/19/2016	7:40:50 AM	7:49:39 AM	0:08:49	120 HIGHLANDS DRIVE
1600000192	2/19/2016	12:45:08 AM	12:58:04 AM	0:12:56	145 BOYD WY
1600000216	2/26/2016	8:14:36 AM	8:20:25 AM	0:05:49	RIBERA RD/HWY 1
<b>Subtotal</b>	<b>5</b>		<b>Average Response Time</b>	<b>0:08:22</b>	<b>Carmel Highlands</b>

<b>Cypress Fire</b>					
1600000125	2/2/2016	9:28:16 AM	9:33:21 AM	0:05:05	RIO RD/HIWAY 1
1600000133	2/3/2016	6:58:17 PM	7:03:00 PM	0:04:43	5 CROSSROADS BL
1600000139	2/6/2016	5:24:02 PM	5:31:17 PM	0:07:15	26408 MISSION FIELDS RD
1600000141	2/7/2016	6:11:53 PM	6:16:34 PM	0:04:41	26245 CARMEL RANCHO BL
1600000143	2/8/2016	11:55:37 AM	12:00:44 PM	0:05:07	26535 CARMEL RANCHO BL
1600000144	2/8/2016	2:15:41 PM	2:20:16 PM	0:04:35	275 CROSSROADS BL
1600000152	2/10/2016	7:33:52 PM	7:38:28 PM	0:04:36	25643 SHAFTER WY
1600000151	2/10/2016	4:04:51 PM	4:08:40 PM	0:03:49	275 CROSSROADS BL
1600000149	2/10/2016	4:09:47 AM	4:15:14 AM	0:05:27	24777 GUADALUPE ST
1600000158	2/11/2016	11:31:17 PM	11:37:13 PM	0:05:56	26349 RIO AV
1600000157	2/11/2016	8:49:14 PM	8:55:47 PM	0:06:33	4200 MARGUARITA WAY
1600000161	2/12/2016	11:06:43 AM	11:15:43 AM	0:09:00	26435 SCENIC RD

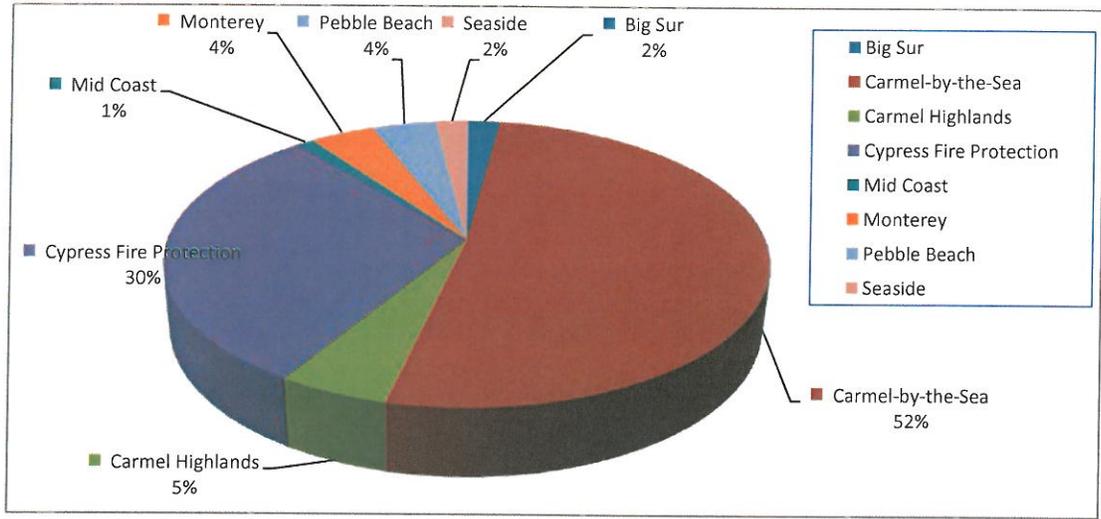
INCIDENT	DATE	ALARM	ARRIVAL	RESPONSE	STREET
1600000165	2/14/2016	12:44:10 PM	12:48:30 PM	0:04:20	5 CROSSROADS MALL
1600000173	2/15/2016	6:01:16 PM	6:06:38 PM	0:05:22	ATHERTON PL/ATHERTON DR
1600000171	2/15/2016	2:54:39 PM	3:01:05 PM	0:06:26	25583 CANADA DR
1600000170	2/15/2016	7:11:24 AM	7:17:13 AM	0:05:49	4000 RIO RD
1600000184	2/17/2016	9:55:00 PM	10:01:00 PM	0:06:00	26245 CARMEL RANCHO BLV
1600000179	2/17/2016	6:22:27 PM	6:28:48 PM	0:06:21	24225 SAN PEDRO LN
1600000185	2/18/2016	2:36:18 AM	2:46:16 AM	0:09:58	27105 ARRIBA WAY
1600000187	2/18/2016	9:08:07 AM	9:11:21 AM	0:03:14	25643 SHAFTER WY
1600000186	2/18/2016	8:50:51 AM	8:56:03 AM	0:05:12	3775 RIO RD
1600000203	2/22/2016	9:56:38 PM	10:00:26 PM	0:03:48	25643 SHAFTER WY
1600000200	2/22/2016	12:36:19 PM	12:40:30 PM	0:04:11	HWY 1/CARPENTER ST
1600000204	2/23/2016	5:00:43 PM	5:06:26 PM	0:05:43	26544 CARMEL RANCHO
1600000215	2/25/2016	7:37:13 PM	7:41:29 PM	0:04:16	25817 MORSE DR
1600000215	2/25/2016	7:37:13 PM	7:41:29 PM	0:04:16	25817 MORSE DR
1600000213	2/25/2016	3:04:09 AM	3:10:34 AM	0:06:25	3541 MESA CT
1600000214	2/25/2016	7:02:01 PM	7:06:41 PM	0:04:40	HWY 1/CARMEL VALLEY RD
1600000217	2/26/2016	1:14:58 PM	1:19:19 PM	0:04:21	25745 BALDWIN PL
1600000223	2/29/2016	5:55:21 AM	6:02:52 AM	0:07:31	3503 GREENFIELD PL
<b>Subtotal</b>	<b>30</b>		<b>Average Response Time</b>	<b>0:05:29</b>	<b>Cypress Fire</b>
<b>Mid Coast</b>					
1600000140	2/7/2016	10:04:43 AM	10:20:26 AM	0:15:43	36240 HWY 1
<b>Subtotal</b>	<b>1</b>		<b>Average Response Time</b>	<b>0:15:43</b>	<b>Mid Coast</b>
<b>Monterey</b>					
1600000196	2/19/2016	8:03:55 PM	8:09:01 PM	0:05:06	401 ALVARADO ST
1600000205	2/23/2016	7:06:59 PM	7:08:24 PM	0:01:25	AGUAJITO RD/MARK THOMAS DR
1600000218	2/26/2016	3:05:33 PM	3:14:55 PM	0:09:22	1100 CARSON ST
1600000225	2/29/2016	2:31:37 PM	2:41:31 PM	0:09:54	23 UPPER RAGSDALE DR
<b>Subtotal</b>	<b>4</b>		<b>Average Response Time</b>	<b>0:06:27</b>	<b>Monterey</b>
<b>Seaside</b>					
1600000123	2/1/2016	8:48:06 PM	9:00:00 PM	0:11:54	1664 VALLEJO ST
1600000195	2/19/2016	7:37:03 PM	7:39:00 PM	0:01:57	CDR
<b>Subtotal</b>	<b>2</b>		<b>Average Response Time</b>	<b>0:06:56</b>	<b>Seaside</b>
<b>Pebble Beach</b>					
1600000118	2/1/2016	11:57:24 AM	12:04:48 PM	0:07:24	*OFF SPYGLASS HILL BTWN 17 MI
1600000134	2/4/2016	10:23:40 AM	10:32:20 AM	0:08:40	3245 CABRILLO RD
1600000142	2/8/2016	6:31:39 AM	6:40:44 AM	0:09:05	FOREST LAKE RD/STEVENSON DR
1600000221	2/27/2016	8:44:32 AM	8:53:45 AM	0:09:13	1700 17 MILE DR
<b>Subtotal</b>	<b>4</b>		<b>Average Response Time</b>	<b>0:08:35</b>	<b>Pebble Beach</b>
<b>TOTAL All CALLS</b>	<b>99</b>		<b>TOTAL AVERAGE RESPONSE TIME</b>	<b>0:05:08</b>	<b>ALL CALLS</b>

CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT  
FEBRUARY 2016

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Big Sur	2	0:54:44
Carmel-by-the-Sea	51	0:02:56
Carmel Highlands	5	0:08:22
Cypress Fire Protection	30	0:05:29
Mid Coast	1	0:15:43
Monterey	4	0:06:56
Pebble Beach	4	0:08:35
Seaside	2	0:06:27
<b>Total Responses</b>	<b>99</b>	<b>0:05:08</b>

Percent of code 3 response medical calls < 5min                      100.00%



# CITY OF CARMEL-BY-THE-SEA POLICE DEPARTMENT

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

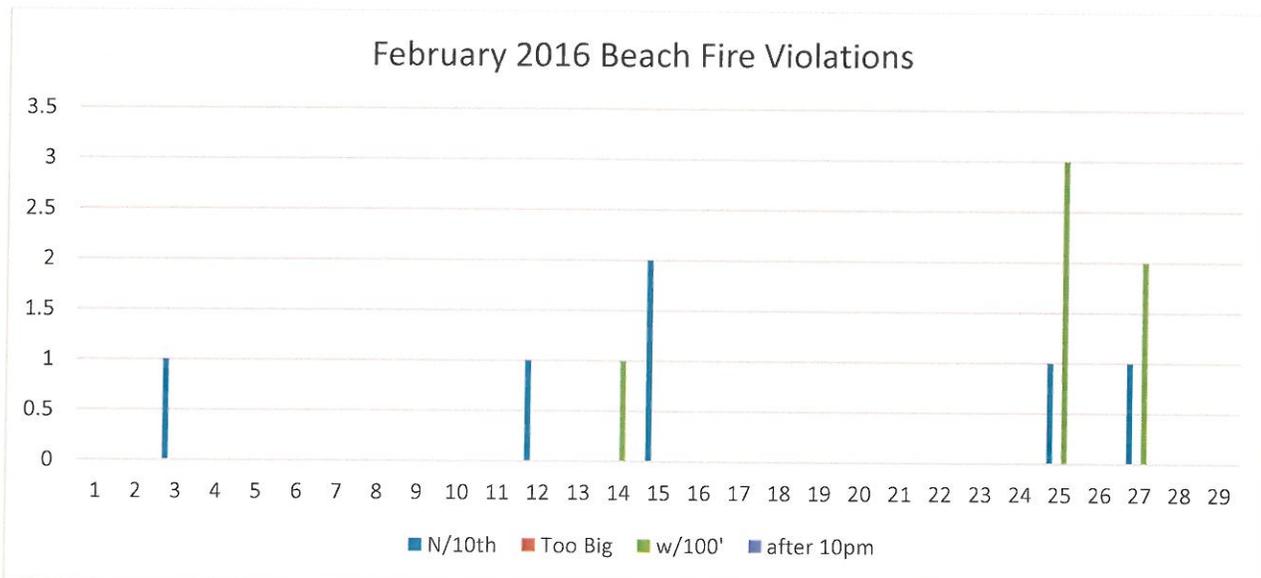
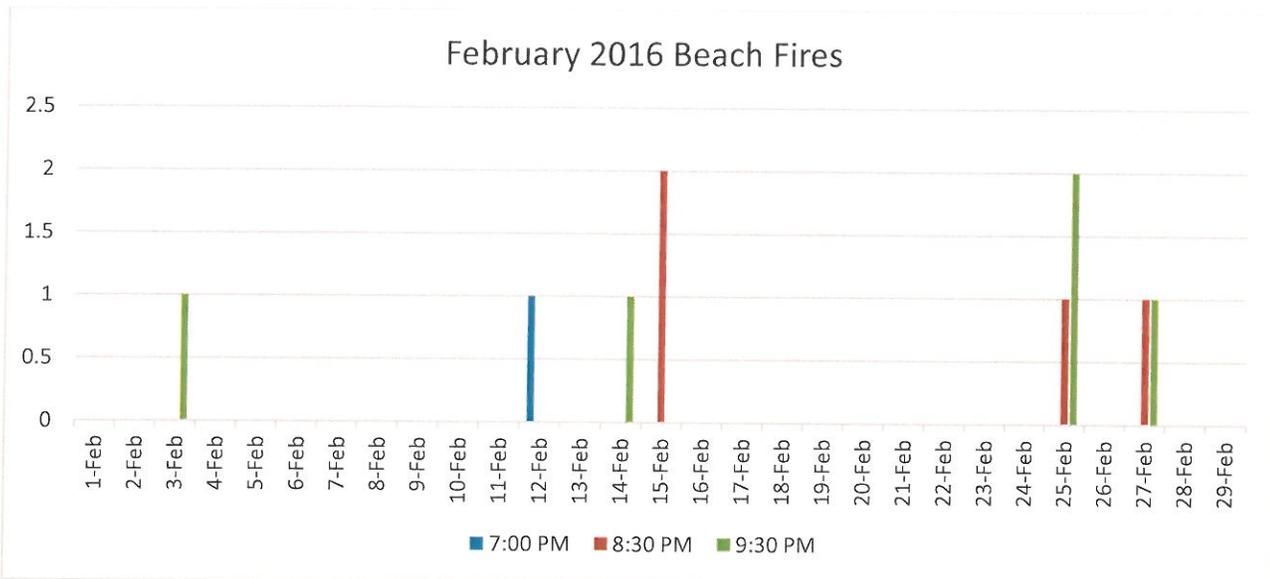
## MEMORANDUM

**TO:** CHIP RERIG, CITY ADMINISTRATOR  
**FROM:** PAUL TOMASI, POLICE COMMANDER  
**DATE:** 03/12/16  
**REF:** BEACH FIRE RESPONSE SUMMARY REPORT FOR FEBRUARY

Beach Fire Report for February 2016

New Beach Emergency Ordinance started August 7<sup>th</sup> 2015.

Total Number of Fires recorded for the Month @ 7:00 pm (1); 8:30pm (4); 9:30pm (5)



Clerk's Office Public Records Request Log February 2016

Request Number	Request Date	10-Day Due Date	14 Day Extension Date	Status - Complete Pending	Completed Date	Requestor	Information requested	Notes
2016-017	2/4/16	2/14/16	2/28/16	Completed	2/16/16	Paterson	Copies of records pertaining to "written detail list of issues and-requests that the city would like PG&E to consider"	Request for additional info from PRA 2016-012
2016-018	2/8/16	2/18/16		Completed	2/10/16	Kennedy, Archer & Giffen	Documents RE: Dameira Inc. & property located at Ocean & Lincoln	
2016-019	2/13/16	2/23/16		Completed	2/16/16	Paterson	Public records from court filing USA v PG&E RE: support statement(s) from Burnett/Calhoun allegations from former PG&E employee	
2016-020	2/13/16	2/23/16	3/8/16	Completed	3/8/16	Paterson	Correspondence bt. City and Coastal Commission 12/1/15 – 2/13/16	
2016-021	2/19/16	2/29/16	3/10/16	Completed	3/7/16	Paterson	Correspondence Council & Staff & public RE: beach fires and fireplace policies 10/1/15-1/13/16	
							Report by Stephanie Atigh on berm, letter of engagement, invoices & checks	
							Correspondence bt. City staff & Mayor & Council Members bt. 11/1/2015-present	

## Clerk's Office Public Records Request Log February 2016

2016-022	3/10/16	3/20/16	Completed	3/11/16	Completed	3/2/16	3/1/16	Completed	3/1/16	<p>Correspondence bt. City &amp; Barbara Builema bt. 12/1/15-present</p> <p>Labor &amp; materials costs for construction &amp; removal of berm</p> <p>Follow-up: Attachments A-G mentioned in Investigation Report</p> <p>Correspondence bt. Ashley Hobson &amp; Paul/Julie Bruno and their legal representatives RE: property at SE CR &amp; 4th</p>	<p>Judy O'Day</p>	<p>Mike Calhoun</p>
2016-023	2/23/16	3/4/16	Completed	3/2/16	Completed	3/2/16	3/4/16	Completed	3/2/16	<p>Public Records dealing with banner incident at WWI Arch &amp; documents to Ian Martin</p> <p>Amend – response from Ian Martin to letter from Chief</p>	<p>Paterson</p>	<p>Mike Calhoun</p>
2016-024	2/24/16	3/5/16	Completed	2/26/16	Completed	2/26/16	3/5/16	Completed	2/26/16	<p>Copies of change orders for Forest Theater renovation project &amp; associated costs</p>	<p>Paterson</p>	<p>Mike Calhoun</p>
2016-025	2/24/16	3/5/16	Completed	2/24/16	Completed	2/24/16	3/5/16	Completed	2/24/16	<p>13 items to be cleaned and stored elsewhere</p>	<p>Mary Schley</p>	<p>Janet</p>
2016-026	2/25/16	3/6/16					3/6/16			<p>Correspondence to/from Council Member Beach RE:</p>	<p>Paterson</p>	<p>Beach</p>

# Clerk's Office Public Records Request Log February 2016

2016-027	2/27/16	3/8/16					<p>tenant improvements, west side pathway, Forest Theater 9/1/15-2/25/16</p> <p>Correspondence to City RE: Council meeting 2/2/16 Agenda Item 16. AB 1093 proposal from Pac Rep install ADA pathway at Forest Theater, including but not limited to Carolyn Hardy</p> <p>Correspondence bt. Chris Campbell, Library Foundation, &amp; City bt. 12/1/15-present</p> <p>Correspondence bt. Mayor, Calhoun, Rerig RE: Park Library condition bt. 12/1/15-present</p> <p>Correspondence bt. Library Board &amp; City RE: Park Branch Library</p> <p>Study/Assessment by Susan Kent RE: Library 11/10/15</p> <p>Applied Real Estate Inspections Report 3/14/13 &amp; 12/11/15</p> <p>M3 Environmental Consulting records</p>	Paterson	Council members Calhoun Mullane Wiener

## Clerk's Office Public Records Request Log February 2016

2016-028	2/29/16	3/10/16							All other public records RE: Park Branch Library condition, moisture and mold List of all current contracts the City is involved in	
									Bobby Richards (candidate)	

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	2/2 Newton	2/3 Almario	2/12		2/3 Almario	2/3 Almario	Metro Reporting Bureau	800-245-6686	CA1600049	CA1600049/mailed	2/3 Almario
2	2/4 Almario	2/15 Almario	2/14		2/15 Almario	2/15 Almario	David Bussinger	415-420-9679	Records Ck/Bussinger	86-151, 85-0192, 84-1472, 80-0585, 77-2013, x8001013	No Record, letter mailed
3	2/5 Almario	2/5 Almario	2/15		2/5 Almario	2/5 Almario	US Army Recruiting	831-325-3884	Records Ck/No Record	Faxed	2/5 Almario
4	2/10 Almario	2/10 Almario	2/20		2/10 Almario	2/10 Almario	CSUMB	831-582-3360	Records Ck/Tingley	No Record/Faxed	2/10 Almario
5	2/11/16 Almario	2/11 Almario	2/21		2/11 Almario	2/11 Almario	MCSO		Records Ck	NO Record/mailed	2/11 Almario
6	02/12/16 Webster	2/15 Almario	2/19		2/15 Almario	2/15 Almario	Metropolitan Reporting		CA1600062	Report mailed	2/15 Almario
7	02/16/16 Webster	2/17 Almario	2/26		2/17 Almario	2/17 Almario	Kennedy, Archer, Giffen	831-373-7500	Denied, left voicemail release not signed	left voicemail	2/17 Almario
8	2/16 Newton	2/17 Almario	2/26		2/17 Almario	2/17 Almario	Lexis Nexis	678-924-4900	Photos CA1500616	Photos mailed	2/17 Almario
9	2/16 Newton	2/17 Almario	2/26		2/17 Almario	2/17 Almario	Metro Reporting Bureau	800-245-6686	CA1500772	Report mailed	2/17 Almario
10	2/17 Almario	2/17 Almario	2/27		2/17 Almario	2/17 Almario	Law Office Noiland, Hamerty Etienne, Stephen Wagner	831-424-1414	SDT/CG1300596	redacted copy of report mailed to victim attorney for attorney lindsey beir-james	Almario 3/3
11	2/17 Webster	2/18 Almario	2/18	Almario	2/18 Almario	2/18 Almario	Albina Khavms	831-229-7398	Deposition subpoena for Production of Business Records for Stanislav Khayms	SDT passed on to Commander for City Attorney, letter mailed out, report not releasable	Almario 2/29
12	2/20 Almario	2/20 Almario	3/1		2/21 Almario	2/21 Almario	Metropolitan Reporting		CA1600090	Report mailed	Almario 2/21
13	2/20 Almario	2/21 Almario	3/1		2/21 Almario	2/21 Almario	Monterey County SO		Records Ck/Blatnik	No Record/Mailed	Almario 2/21
14	2/20 Almario	2/21 Almario	3/1		2/21 Almario	2/21 Almario	Lexis Nexis		CA1600076	Report Mailed	Almario 2/21
15	2/20 Almario	2/21 Almario	3/1		2/21 Almario	2/21 Almario	Lexis Nexis		CA1600070	Report mailed	Almario 2/21
16	2/20 Almario	2/21 Almario	3/1		2/21 Almario	2/21 Almario	Placer County Sheriff Kennedy, Archer & Griffin		Records Ck/Wishart	No Record/Mailed	Almario 2/21
17	02/23 Webster	2/26 Almario	3/4		2/26 Almario	2/26 Almario	Ian Martin	831-601-5344	CG1500230	Redacted report mailed	Almario 2/29
18	02/23 Webster	2/26 Almario	3/4		2/26 Almario	2/26 Almario	Ian Martin	831-601-5344	CG1600023 case no filing	Redacted report given to 4A2 for release	2/26 Almario
19	02/23 Webster	02/23 Webster	3/4		02/23 Webster	02/23 Webster	Wendy Rose - Mayflower	408-929-7100	copy CFS 02/15/16 -0010	emailed Wendy Rose	02/23 Webster
20	02/23 Webster	2/26 Almario	3/4		2/26 Almario	2/26 Almario	Dan Paul GUSD	624-6311	CA1600076	Report mailed	2/26 Almario
21	02/23 Webster	2/26 Almario	3/4		2/26 Almario	2/26 Almario	Casey Barker		CA1600070	Report mailed	2/26 Almario
22	2/23 Newton	2/26 Almario	3/4		2/26 Almario	2/26 Almario	Lexis Nexis	678-924-4900	CA1600090	Report mailed	2/26 Almario
23	2/26 Tomasi	2/26 Almario	3/6		2/26 Almario	2/26 Almario	Cindy Lloyd	408-656-5581	CG1600023	redacted report released by 4A2	Almario 2/26
24	2/26 Calhoun	2/26 Almario	3/6		2/26 Almario	2/26 Almario	Ian Martin		CG1600023	redacted report released per 4A1 (given to 4A2)	Almario 2/26
25	2/25 Almario	2/26 Almario	3/4		2/26 Almario	2/26 Almario	MCO Backgrounds	831-755-3829	Records Ck/Benjamin Brown	No Record/mailed	Almario 2/26
26	2/25 Almario	2/26 Almario	3/4		2/26 Almario	2/26 Almario	MCSO Backgrounds	831-755-3829	Records Ck/John Levy	No Record/mailed	Almario 2/26
27	2/25 Almario	2/26 Almario	3/4		2/26 Almario	2/26 Almario	MCSO Backgrounds	831-755-3829	Records Ck/Bernie Rippenburg	No Record/mailed	Almario 2/26
28											
29	2/25 Almario	3/1 Almario	3/4		3/1 Almario	3/1 Almario	Somerset Police Dept-New Hampshire	603-692-3131	93-0901, 93-0609, 94-0172, C33464, 92-0867, 92-0734, 90-1030, 89-0182	92-0867/93-0901 mailed, other records purged	Almario 3/1
30	02/27 Webster	2/29 Almario	3/8		2/29 Almario	2/29 Almario	Lexis Nexis		CA1600093	Report mailed	Almario 2/29
31	2/26 Almario	2/29 Almario	3/6		2/29 Almario	2/29 Almario	Pacific Grove PD/Fred Hardee		Records Ck/Giselle Acevedo	No Record/Faxed	Almario 2/29
32	2/20 Almario	2/29 Almario	3/1		2/29 Almario	2/29 Almario	Kennedy, Archer & Giffen		CG1500230	Redacted Report mailed	Almario 2/29
33	03/01 Webster	3/2 Almario	3/10		3/2 Almario	3/2 Almario	Lexis Nexis		ca1600105	Report mailed	Almario 3/2
34	03/01 Webster	3/2 Almario	3/10		3/2 Almario	3/2 Almario	Lexis Nexis		CA1600093	Report mailed	Almario 3/2
35	2/29 Almario	3/2 Almario	3/9		3/2 Almario	3/2 Almario	US Office of Personnel		Records Ck/Zachary Owings	No Record/mailed	Almario 3/2
36	2/29 Almario	3/2 Almario	3/9		3/2 Almario	3/2 Almario	US Office of Personnel		Records Ck/Leigh Diggory	No Record/mailed	Almario 3/2

## FORESTER REPORT – FEBRUARY 2016

### CITY ACTIVITIES

	Upper Canopy	Lower Canopy	Feb. total	Totals to date (2016)	Totals last year (2015)
<b>Removals</b>	10	4	14	57	162
<b>Planting</b>	2	1	3	11	123

Trees watered by staff	205
------------------------	-----

### PRIVATE ACTIVITIES

	Permits issued	Upper canopy	Lower canopy	Feb. total	Total Trees to date (2016)	Total last year (2015)
<b>Removals</b>	8	7	3	10	34	119
<b>Planting</b>	6	2	4	6	18	42
<b>Pruning</b>	1		1	1	3	24

### CONSTRUCTION ACTIVITIES

	Permits issued	Upper canopy	Lower canopy	Feb. total	Total Permits to date (2016)	Total last year (2015)
Removals					1	14
Pruning	1		1	1		
Planting					0	8

#### February notes:

1. Forestry staff continued with city-wide tree planting and oversaw removal of hazardous and storm-downed trees.
2. Two pines were removed at the Forest Theater due to root loss for an ADA pathway and increased risk of failure in high winds.
3. Forestry staff transplanted 46 pine seedlings from grow tubes into 1 gallon pots at the city nursery.

#### Marshall Plan progress to date:

1. Landscape architect Scott Hall is preparing a draft plan for improvements to six segments along the Scenic Road Pathway. The draft plan is anticipated in April 2016, with work commencing this fall.
2. Landscape architect Joni Janecki is preparing a design work on the Del Mar Parking Lot area landscaping and hardscaping.
3. Forestry staff have completed safely-related repairs to the Scenic Pathway landscape barriers.
4. Forestry staff have installed of the new rod and cable fencing along the Scenic Pathway.
5. Forestry staff have initiated discussions with tree firms on a new, large-scale tree stump removal and tree planting contract. Work is anticipated to begin in April or May 2016.



# CITY OF CARMEL-BY-THE-SEA

April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Paul Wood  
**SUBJECT:** City Treasurer's Report

## RECOMMENDATION

Receive the report

## SUMMARY

Cash & Investments Report  
Overview of Investment Returns

## PRIOR CITY COUNCIL ACTION

Received report

## ATTACHMENTS

1. Cash & Investments Report

# City of Carmel-by-the-Sea

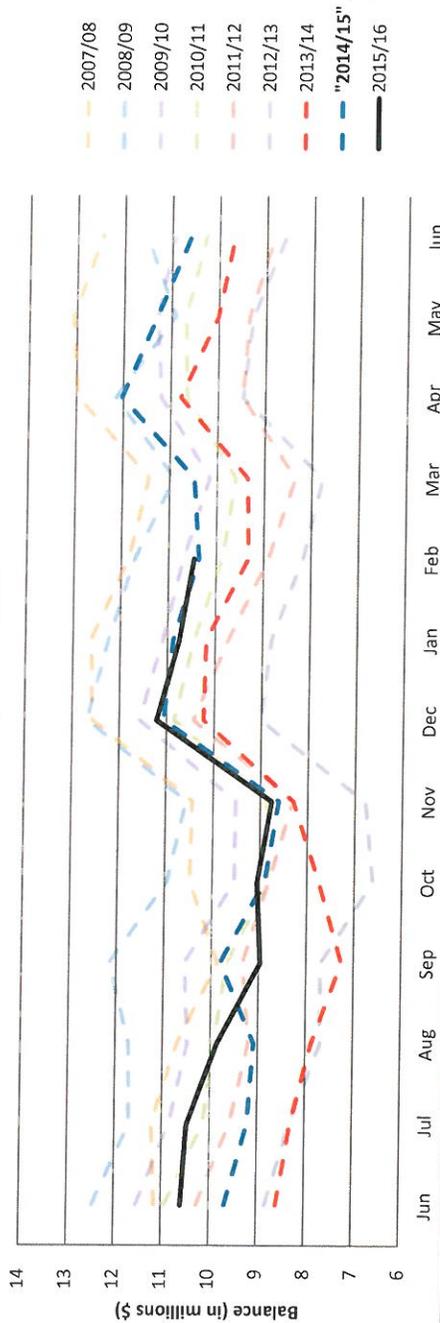
Statement of Cash and Investments

2/29/2016

Cash	Yield	Institution	@ 01/31/2016	Dr.	Cr.	@ 02/29/2016
General Checking		Wells Fargo	\$ 2,753,034.00	\$ 1,026,746.74	\$ 1,328,185.38	\$ 2,451,595.36
Ambulance Checking		Wells Fargo	\$ 643,797.54	32,323.39		\$ 676,120.93
Ambulance Checking (CRFA)		Union Bank	\$ 36,173.09			\$ 36,173.09
Ambulance Savings (CRFA)		Union Bank	\$ 40,528.89	3.41		\$ 40,532.30
Section 125 Flex Checking		Wells Fargo	\$ 78,478.47			\$ 78,478.47
Workers' Compensation Checking		Wells Fargo	\$ 152,114.84		17,517.23	\$ 134,597.61
LAIF	0.400%	LAIF	\$ 4,572,245.68			\$ 4,572,245.68
Wells Fargo Securities Money Market Acct		Wells Fargo	\$ 288,303.28	36.77		\$ 288,340.05
TVI Money Market Acct		TVI	\$ 279,785.82	243.20		\$ 280,029.02
Bond Reserve		Union Bank	\$ 400,034.55	56.47		\$ 400,091.02
			<b>\$ 9,244,496.16</b>	<b>\$ 1,059,409.98</b>	<b>\$ 1,345,702.61</b>	<b>\$ 8,958,203.53</b>

Investments	Yield	Maturity	Purchase Value	Market Value
Cert of Deposit - Sallie Mae Bk, Murray, UT	1.35%	10/17/2016	\$ 250,000	\$ 251,137
Cert of Deposit - Discover Bk, Greenwood, DE	1.20%	10/17/2016	\$ 250,000	\$ 251,154
Cert of Deposit - BMW Bank	1.25%	11/2/2016	\$ 248,000	\$ 248,841
Cert of Deposit - Firstbank Puerto Rico	1.15%	11/2/2016	\$ 249,000	\$ 249,645
Cert of Deposit - Everbank	0.90%	11/2/2016	\$ 248,000	\$ 248,139
Cert of Deposit - Goldman Sachs Bk, New York, NY	1.55%	10/17/2017	\$ 250,000	\$ 251,846
			<b>\$ 1,495,000</b>	<b>\$ 1,500,761</b>

### 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	8,754,541	11,207,299	10,739,496	10,453,204	10,474,294	12,023,214	11,292,804	10,589,739
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	9,348,476	10,784,489	10,006,551	9,671,754
2013/14	8,584,539	8,298,949	7,879,228	7,254,219	7,744,654	8,303,575	10,224,338	10,178,847	9,314,915	7,760,949	9,465,341	9,265,046	8,584,539
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	8,168,746	8,343,155	9,471,082	9,349,956	8,828,311
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	9,598,671	10,648,922	10,684,770	10,261,276
2010/11	10,925,553	10,135,273	9,921,312	9,661,764	8,804,952	8,863,841	10,838,669	10,430,439	9,860,495	10,152,843	11,201,805	11,280,821	10,925,553
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	1,495,000	1,495,000	1,495,000	1,495,000	1,993,183	1,993,183	1,993,183	1,993,183
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	7,259,541	9,712,299	9,244,496	8,958,204	8,481,111	10,030,031	9,299,621	8,596,556
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	5,751,471	6,310,392	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	5,858,566	4,788,934	7,017,466	6,816,014	6,175,563	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%	0.374%	0.400%

CITY OF CARMEL-BY-THE-SEA  
PUBLIC WORKS DEPARTMENT  
INTEROFFICE MEMO

TO: Chip Rerig, City Administrator  
FROM: Rob Mullane, Public Works Director  
DATE: March 29, 2016  
REF: Forest Theater Renovation Project Update

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The work on the Forest Theater Renovation Project is wrapping up, with the anticipated date for substantial completion of the project now being March 30, 2016. All paving, concrete, and masonry work has been completed, and work on installing the handrails and lighting as well as final work on the stage floor was well underway as of March 23<sup>rd</sup>. Most of the major work components should be complete by March 30<sup>th</sup>. Lighting for the handrails is being delivered in batches, and work on the lighting as well as work on any final punch-list items will extend into April. All work should be complete by the latter part of April, and no work is anticipated for May. As such, we do not anticipate any delays in making the facility available to the user groups for their rehearsals, set construction, and related preparations in May.

As previously reported, the project was originally anticipated to be complete in late 2015. Delays beyond the initial anticipated completion date for a project of this scale are not unusual. This is particularly true for projects that are designed in a compressed time-frame and/or involve substantial components of work in the outdoor environment, as many of these components are weather-dependent.

An overview of the types of delays was provided to the City Council at the Council's February 2016 meeting. Weather-related delays and change-order requests had the primary impact on the project schedule. Another substantial delay was for electrical revisions due to an initially inadequate electrical design. Some of these changes were made prior to bidding the project, and others were made via change-order requests. While change-order requests did have an impact on the project schedule, many of the change orders resulted in a better final project, with benefits to the user groups and community alike.

Below is a list of items that were added to the project. Some of these were at the request of the City Council, while others were at the request of the user groups.

- 1) Change from the West Pathway approach to the East Pathway approach
- 2) Terraced step seating layout
- 3) Revisions to the dressing room layout and electrical revisions
- 4) Blind door through proscenium wall

- 5) Stair from east path down to forest
- 6) Ramp and stairs from wood deck down to forest
- 7) Added conduit and routing of sound/theatrical lighting cables and wires
- 8) Driveway revisions primarily to accommodate a 30' truck, and lower retaining wall height near parking stall
- 9) Requested a portion of the stone wall (located just north of the concession building) be left out of the bid design in order for him to have vehicle access into the west forest i.e. so he could park vehicles on the dirt slope. Hence there was a 20' gap created in that continual run of wall, which was increased to 30' within the final driveway revisions to accommodate the 30' truck.
- 10) Minor revisions to layout of indoor stage and accessible seating.

While many of these changes went somewhat beyond the initial “triage” approach to getting the facility open as soon as possible, as noted above, the changes are thought to have provided for an improved final product, with benefits to theater operations and to the audience’s experience. As the triage phase winds down, City staff will work with the project architect, the community, and the user groups to identify additional improvements that could be made to the site and the operations through the development and review of a master plan for the site. Work on the master plan is anticipated to resume later this spring, with major additional improvements subject to Council approval and funding. Major work to implement portions of the master plan would likely be scheduled in the off-season, while less disruptive components may be completed on a more flexible schedule.

As we turn our focus to next steps on the Forest Theater, as well as other projects in the City’s Capital Improvement Program, we should ensure that we have adequate staffing with a dedicated project management team to manage similarly-large capital projects. For future projects of similar complexity and community interest, the City should assemble a project management team to ensure that project schedule delays are minimized and that a high level of QA/QC is maintained. Large projects may require two or three separate staff: a project manager, an assistant project manager, and a construction manager. While, the Forest Theater Renovation project did not have this level of staffing, we are pleased that the project is anticipated to be complete prior to the start of this year’s performance season. This is in large part due to the diligent work and responsiveness of the rest of the project team: the project architect: Cody Anderson Wasney Architects and the project contractor: Otto Construction.



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1105  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Sharon Friedrichsen, Director of Budget and Contracts

**SUBJECT:** Authorization of Agreement with Accela, Inc. for implementation of a financial system and a hosting agreement for a five year term for an amount not to exceed \$199,500

<b>AMOUNT OF EXPENDITURE</b>	\$ 109,950 (Year 1) \$17,000 average annually
<b>AMOUNT BUDGETED</b>	\$ 150,000 (Year 1)
<b>APPROPRIATION REQUIRED</b>	\$ 0

### RECOMMENDATION

Adopt a resolution authorizing the City Administrator to execute an agreement with Accela, Inc. for the implementation of a financial system and hosting agreement for a five year term in an amount not to exceed \$199,500.

### SUMMARY

City staff currently utilize the Multiple Operations Manager (MOM) system by Corbin Willetts for its accounting and payroll functions. This system is outdated and does not meet the City’s needs for a more comprehensive and user-friendly finance system. As such, the replacement of the system with one that provides improved functionality, analytics and reporting has been a long-standing goal of the Council as part of its ongoing efforts to improve operational effectiveness, enhance decision-making and provide additional transparency to the public.

In response to the desire to find a new financial system, staff issued a “Request for Proposals” for a finance system with an optional payroll/human resources module that could be integrated with the financial system. In particular, the system includes account receivables/payables, general ledger, budgeting, project accounting, advanced purchasing, analytics and reporting, and payroll and human resources modules, with the latter components being able to reduce manual entry of timesheets, allow employee “self-selection” of benefits and provide other human resources-related tracking and analytics.

Two qualified vendors, Tyler Technologies and Accela, Inc., submitted proposals and were subsequently invited to an interview and product demonstration session. The panel consisted of the Interim City Administrator, City finance and IT managers, the City Clerk and a citizen representative that has assisted the City with various projects and is cognizant of the limitations of the current finance system. This latter viewpoint provided a resident perspective on public reporting needs.

Under both providers, the City is opting for a hosted, or cloud-based system, which means that the finance system is housed by the company (or a third party working on behalf of the company) and staff

access the system remotely. The use of a hosted system has several benefits including reduced City costs for hardware/software and maintenance of a premise-based system; availability for staff to access the system remotely; and regular updates and enhancements performed by the company that will keep the system current and up to date.

Tyler Technologies provides a robust financial system with a high-level of security and extensive recovery plan and received high remarks from client references about customer service. The firm is known as a leading provider of finance systems for government clients and their system has many advanced capabilities. On the other hand, Accela also has a long history of serving government clients similar to Carmel and provides a competitively-priced finance system that will meet the City's needs. The company also offers the opportunity for longer-term integration of its other modules pertaining to legislative management, land use and a citizen relationship management under its civic platform.

While the City would be well-served under either system, the recommendation was largely influenced by cost, including both the short-term initial costs of implementation and the long-term costs of an annual subscription, particularly over an extended horizon. Other factors such as number of users, annual subscription fee increases and length of the agreement were also considered.

As a result of this analysis, staff is recommending that the City enter into an agreement with Accela. While the initial one-time costs for implementation are comparable, there is a significant difference in price depending on the length of a proposed agreement. Should the City enter into a five year agreement, the price difference between the two firms is about \$62,000. However, due to an annual adjustment factor of five percent over the base subscription fee for Accela offset by a discounted rate for a long term contract with Tyler, the base difference in costs between the two companies narrows to \$4,600 over a ten year term. Under either scenario, Accela is still the lowest proposer.

The one-time cost for data conversion, implementation, training and project management is estimated at \$72,250, which includes 562 hours of data conversion, implementation and training assistance, with an additional \$15,000 for reimbursable travel costs based upon actual costs incurred. It is also recommended that ten percent, or \$7,225, be allocated for project contingencies. The first year of the subscription fee is \$15,476, resulting in an estimated project cost of \$109,500. The Fiscal Year 2015-16 adopted budget includes \$150,000 for a finance system within the Vehicle and Equipment Fund.

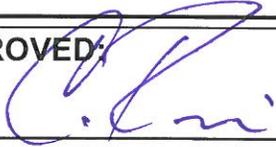
While the annual subscription fee will be included within each subsequent year of the operating budget and paid to the vendor on an annual basis, it is recommended that Council approve a five year agreement with Accela, Inc. as the cumulative annual payments would exceed \$24,999 and require Council authorization in accordance with Municipal Code 3.12.230. The five year cost is estimated at \$90,000 or an average of \$18,000 a year. (In comparison, the current annual cost of MOM is \$8,600.)

### PRIOR CITY COUNCIL ACTION

Council included funding for a new system within the FY 15-16 budget, adopted on 15 June 2015.

### ATTACHMENTS

1. Resolution

<b>APPROVED:</b> 	<b>Date:</b> _____
Chip Rerig, City Administrator	

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

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH  
ACCELA, INC. FOR IMPLEMENTATION OF A FINANCIAL SYSTEM AND A HOSTING  
AGREEMENT FOR A FIVE YEAR TERM FOR AN AMOUNT NOT TO EXCEED \$199,500**

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WHEREAS, the accounting system used by the City is outdated and the City desires a more robust finance, purchasing and payroll/ HR system; and,

WHEREAS, a system upgrade was identified within the City's 2013-2017 Information Technology Strategic Plan and the 2014-2019 Five Year Capital Improvement Plan and funding of \$150,00 was included within the 2FY2015-16 adopted budget; and

WHEREAS, the City issued a request for proposals for a finance system and published the notice inviting bids in the Monterey Herald on December 3 and 9, 2015, in accordance with Municipal Code 3.12.340, and received two proposals in response to this solicitation; and

WHEREAS, the City has selected Accela, Inc. to be the cloud-based system provider and proposes to enter into an agreement with Accela for a one-time implementation cost of \$87,250, plus the first year of the subscription fee costing \$15,476.

WHEREAS, staff recommends the City Administrator be authorized to execute change orders due to unexpected software anomalies that may arise during implementation; and

WHEREAS, the City wishes to utilize the new financial system for a minimum of five years and anticipates the cost over five years to be approximately \$90,000; and

WHEREAS, Municipal Code 3.12.320 require contracts of \$25,000 or more to be approved by Council resolution.

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

1. Authorize the City Administrator to execute an agreement with Accela, Inc. for implementation and hosting fees for an amount not to exceed \$102,726 (plus sales tax).
2. Authorize the City Administrator to execute change orders for implementation in a not to exceed amount of \$7,225.
3. Authorize the City Administrator to execute a hosting agreement with Accela, Inc. for an initial term of five years for an amount of approximately \$90,000 (plus sales tax).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4<sup>th</sup> day of April, 2016, by the following roll call vote:

AYES:                    COUNCIL MEMBERS:

NOES:                    COUNCIL MEMBERS:

ABSENT:                COUNCIL MEMBERS

SIGNED:

\_\_\_\_\_  
Jason Burnett, Mayor

ATTEST:

\_\_\_\_\_  
Ashlee Wright  
City Clerk



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1106  
April 4, 2016  
Consent Calendar

<b>TO:</b>	Honorable Mayor and Members of the City Council Chip Rerig, City Administrator
<b>FROM:</b>	Ashlee Wright, City Clerk
<b>SUBJECT:</b>	Authorization of the Mayor to send a letter to the California Public Utilities Commission (CPUC) protesting rate increases proposed by California American Water, Co. (Cal-Am).

### RECOMMENDATION

Authorize the Mayor to send a letter to the California Public Utilities Commission (CPUC) protesting rate increases proposed by California American Water, Co. (Cal-Am).

### SUMMARY

The CPUC is currently considering a proposal from Cal-Am to institute rate increases over an extended period of time to pay for revenue shortfall incurred during the latest drought. This proposed rate increase is problematic in that it penalizes ratepayers who have succeeded in conserving water by saddling them with a rate that does not accurately reflect current cost of service. In order to avoid an extended rate increase it is proposed that the CPUC consider:

1. An automatic and periodic adjustment of the rates based on the amount of water consumption.
2. Re-defining the tiered rate structure by a percentile which, would automatically adjust as the community conserves to keep the same number of water users in each tier.
3. Exploring alternate solutions for financing the current shortfall, which include: shortening the financing period, a blended financing package, and examining the rate of return for revenue for equity.

Together the proposed alternatives would support a more frequent "true-up" based on actual demand, while still allowing for shortfall recovery by Cal-Am.

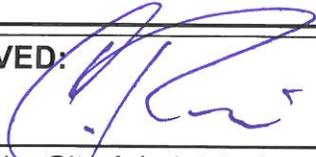
### PRIOR CITY COUNCIL ACTION

N/A

### ATTACHMENTS

1. Letter from Mayor to CPUC

**APPROVED:**



\_\_\_\_\_  
Chip Rerig, City Administrator

**Date:** \_\_\_\_\_

DRAFT

To the California Public Utilities Commission(CPUC):

It is our understanding that under prior CPUC decisions California American Water (CalAm) is authorized to collect a total amount of revenue from the Monterey system to cover the fixed costs of providing water. Water rates were set equal to the authorized revenue divided by the projected water use. In recent years the community has done a good job conserving water with the result that actual water use has fallen short of the projected use. As the total amount of water use has fallen, the rates have not changed so the total revenue collected has also fallen. This in turn has meant that the actual collected revenue has fallen short of the authorized amount.

CalAm states this revenue shortfall is approximately \$40 million through the end of 2014 and does not include the additional approximately \$10 million shortfall in 2015. This shortfall will likely continue growing until addressed. CalAm has proposed an increase in customer water bills over an extended period of time to pay for this revenue shortfall and associated interest costs. The CPUC is considering this request.

This situation is frustrating to many in our community who have done a good job conserving, yet the “reward” for doing so is higher rates. This frustrating scenario is due to the underlying economics and is admittedly somewhat unavoidable. Most of the costs of running a (public or private) water system are fixed and therefore those costs do not go down as people use less water. Those fixed costs end up being spread over fewer gallons of water sold, and therefore the cost per gallon must increase. This economic dynamic is inherent in an industry dominated by fixed costs and there is very little that can be done. Across the state, water agencies both public and private are being forced to raise rates to cover the revenue shortfall caused by water conservation due to the drought.

Rather than arguing against the economics, productive discussion should involve the rate structure and the ratemaking process at the CPUC. Both have exacerbated the revenue under-collection problem.

Currently the rates and the rate structure are fixed by the CPUC after a lengthy process. As the state entered the drought, everyone could easily predict the revenue under-collection phenomenon would occur yet there wasn't any way to adjust rates without going back through another prolonged CPUC process. This meant that the problem grew and now stands at more than \$40 million, something that may need to be financed over a period of years and, due to financing charges, increases the costs further.

It does not have to be this way. The rates approved by the CPUC could easily have an automatic and periodic adjustment that would take into account the amount of water consumption. As the community enters a drought and water consumption decreases, the rates per gallon would increase (although it is worth noting that the

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total amount spent on water would actually decrease because some costs are variable). This formulaic automatic adjustment would avoid a small and predictable problem growing into a much larger problem, would provide for a shorter recovery period, and would allow ratepayers to pay the current cost of service. It would, however, reduce CalAm's profit potential since it would not have an opportunity to earn interest on financing a larger revenue shortfall. It is our understanding that a similar mechanism has worked in the electricity sector for many years.

The tiered rate structure further exacerbates the problem. As tier 4 and 5 water users conserve, the revenue impact is far greater than if tier 1 and 2 water users conserve (10 times larger comparing tier 1 to tier 5). We have seen the number of tier 5 users shrink over time, reflecting that the tiered system is working as designed and incentivizing those largest water users to conserve. The rate impact, however, is substantial as the rest of the water users see their bills go up to compensate for fewer high price gallons being sold in tier 5.

This does not need to be the case. The tiers currently are defined as a particular level of consumption per person. As the whole community conserves, the number of tier 4 and 5 water users goes down and the number of tier 1 and 2 water users increases. Between 2007 and 2015, water usage in the 5th tier declined by 73%. An alternative rate design could define the tiers by a percentile. For example, the 5th tier could be the 90th percentile water user and above, the 4th tier the 80th percentile, etc. This system would automatically adjust as the community conserves, keeping the number of water users in each tier the same.

These two changes, taken together, would reduce the under-collection issue in the future. Steps should be immediately taken by CalAm and the CPUC to address future under-collection problems so that we do not find ourselves in the same situation in the next drought.

However, these two changes would only help reduce the under-collection issue going forward, but the issue of paying the \$40 million shortfall would remain.

CalAm's proposed solution appears problematic for three reasons. First, CalAm proposes to finance the shortfall through a blend of 53% equity and 47% debt. This results in a blended interest rate of 8.41% and approximately \$40 million of financing charges over the 20 year period. We would like the CPUC to consider shortening the financing period so that the revenue shortfall could be financed through commercial paper rather than expensive debt and equity.

In California Public Utilities Commission decision 08-10-019, the commission reiterated that "there are no explicit statutory guidelines for our decisions regarding interest rates, and we have broad flexibility in reviewing the facts of a particular situation and broad discretion to make appropriate findings of fact and conclusions of law...these factors provide a rational basis for our adopted interest rate."

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Therefore, the CPUC should also consider whether the equity rate of return should be set at a fixed amount (currently up to 9.99%), or whether it should be set to a fixed amount above inflation (as measured by the CPI, for example). In other words, should CalAm's potential rate of return be set in nominal terms or real terms? This question should be asked for all returns on equity, not just any equity to pay down the revenue shortfall.

Second, even if longer term financing is necessary in order to avoid near-term rate shock, we would like to see a blended financing package wherein the earlier years are financed with commercial paper even if the later years need to be financed with debt and equity.

Third, if some equity is required to finance the revenue shortfall, it should not receive the same rate of return as revenue used for construction of projects. The risk associated with equity used solely for financing purposes is much smaller than the risk associated with equity used for project development and therefore should not command the same interest rate.

Thank you for your attention to this issue. We stand ready to answer any questions you may have.

Respectfully,

Jason Burnett, Mayor of Carmel-by-the-Sea

CC: Monterey Peninsula Water Management District  
California American Water, Co.  
City of Monterey  
City of Pacific Grove



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1107  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Ashlee Wright, City Clerk

**SUBJECT:** Authorization of the Mayor to send a letter in support for State Assembly Bill 2730: Department of Transportation Prunedale Bypass: County of Monterey: disposition of excess properties.

### RECOMMENDATION

Authorize the Mayor to send a letter in support for State Assembly Bill 2730: Department of Transportation Prunedale Bypass: County of Monterey: disposition of excess properties.

### SUMMARY

The Department of Transportation has full possession and control of the state highway system and associated property. This bill would classify certain properties acquired by the department for a replacement alignment for Highway 101 in Monterey County, known as the Prunedale Bypass, to be disposed of with net proceeds from the sale of the excess properties to be returned to the Transportation Agency of Monterey County (TAMC). These funds would be used for other highway improvement projects which have long-been deferred.

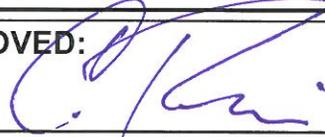
Under the current law funds realized from the disposition of the Prunedale bypass land would be placed in the state general fund.

### PRIOR CITY COUNCIL ACTION

N/A

### ATTACHMENTS

- 1. Press Release re: Assembly Bill 2730
- 2. Assembly Bill 2730
- 3. TAMC Letter of Support
- 4. Draft Letter from the Mayor

**APPROVED:**   
\_\_\_\_\_  
Chip Rerig, City Administrator

**Date:** \_\_\_\_\_

## Press Releases

# Alejo introduces bill to direct proceeds of sale of Prunedale Bypass right-of-way parcels to Monterey County

🕒 Created: Friday, 19 February 2016 17:16



(SACRAMENTO) — Assemblymember Luis A. Alejo (D-Salinas) introduced a bill today, AB 2730, which seeks to transfer the proceeds of the sale of the former Prunedale Bypass right-of-way parcels to the Transportation Agency for Monterey County for use on future transportation projects in Monterey County.

The transportation right-of-way intended for the U.S. Highway 101 Prunedale Bypass project encompasses 145 parcels (353 acres). It was purchased more than 15 years ago with government transportation funds. The project was never built. Local transportation agencies instead focused on safety improvements on U.S. Highway 101, which became known as the Prunedale Improvement Project.

Caltrans has authority to sell these parcels, but state law mandates the revenue be deposited into the state's General Fund.

"AB 2730 will give the revenue from the sale of these parcels to Monterey County for use on future transportation projects," Alejo said. "Our agricultural industry in the Salinas Valley, known as the Salad Bowl of the World, relies heavily on our local roads and highways to transport fresh produce to market. This extra revenue will help Monterey County maintain and expand this infrastructure that is vital to local commerce."

There is recent precedent for what AB 2730 proposes.

In 2012, SB 204 directed the proceeds from the sale of unused right-of-way parcels along the Interstate 710 corridor to a local alternative transportation improvement program in Los Angeles County.

In 2009, AB 1386 redirected proceeds from the sale of right of way parcels to Alameda County instead of the state's general fund.

"As transportation funding continues to decline, this money becomes even more essential to further address regional safety and congestion, along with supporting the economic vitality of Monterey County, most notably the agricultural and hospitality industries," said Debbie Hale, executive director of the Transportation Agency for Monterey County.

###

*Luis A. Alejo is chairman of the California Latino Legislative Caucus and represents the 30th District in the California State Assembly, which consists of the Salinas Valley, parts of Monterey and San Benito counties, South Santa Clara County and the city of Watsonville in Santa Cruz County.*

**ASSEMBLY BILL**

**No. 2730**

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**Introduced by Assembly Member Alejo**

February 19, 2016

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An act to add Section 14528.9 to the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 2730, as introduced, Alejo. Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess properties.

Existing law provides that the Department of Transportation has full possession and control of the state highway system and associated property. Existing law generally requires proceeds from the sale of excess state highway property to be made available for other highway purposes. Existing law generally provides for the California Transportation Commission to program available funding for transportation capital projects, other than state highway rehabilitation projects, through the state transportation improvement program process, with available funds subject to various fair share distribution formulas. Existing law, in certain cases, requires the commission to instead reallocate funds from canceled state highway projects to other projects within the same county and exempts those funds from the fair share distribution formulas that would otherwise be applicable.

This bill would classify certain properties acquired by the department for a replacement alignment for State Highway Route 101 in the County of Monterey, known as the former Prunedale Bypass, and no longer required by the department for the alternative improvements undertaken by it in place of the bypass, known as the Prunedale Improvement Project, as excess property and would require the department to

expeditiously dispose of those excess properties. The bill would require the net proceeds from the sale of the excess properties to be reserved in the State Highway Account for programming and allocation by the commission, with the concurrence of the Transportation Agency for Monterey County, to other transportation projects in that county. The bill would exempt these funds from the distribution formulas otherwise applicable to transportation capital improvement funds.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 14528.9 is added to the Government  
2 Code, to read:

3 14528.9. Properties originally acquired by the department for  
4 a replacement alignment for State Highway Route 101 in the  
5 County of Monterey, known as the former Prunedale Bypass, and  
6 no longer required by the department for the alternative  
7 improvements undertaken by it in place of the bypass, known as  
8 the Prunedale Improvement Project, are hereby classified as excess  
9 properties. The department shall expeditiously dispose of these  
10 excess properties. Proceeds from the sale of the excess properties,  
11 less any reimbursements due to the federal government and all  
12 costs incurred in the sale of those excess properties, shall be  
13 reserved in the State Highway Account for programming and  
14 allocation by the commission, with the concurrence of the  
15 Transportation Agency for Monterey County, to other state  
16 highway projects in the State Transportation Improvement Program  
17 in the County of Monterey, or to other transportation projects in  
18 that county consistent with Article XIX of the California  
19 Constitution. Sections 188 and 188.8 of the Streets and Highways  
20 Code do not apply to these proceeds.

O



March 1, 2016

Assembly Member Luis Alejo  
P.O. Box 942849  
Sacramento, CA 94249-0030

Via email to: [Tony.Madrigal@asm.ca.gov](mailto:Tony.Madrigal@asm.ca.gov)

**Re: Support for AB 2730 (Alejo): Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess properties**

Dear Assembly Member Alejo:

On behalf of the Transportation Agency for Monterey County (TAMC), I write in support of Assembly Bill (AB) 2730: Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess properties (as introduced, February 19, 2016). This bill will transfer the proceeds of the sale of the former Prunedale Bypass right-of-way parcels of land to the Transportation Agency for Monterey County for use on future transportation projects in Monterey County. **The Transportation Agency for Monterey County thanks you for authoring this bill.**

Over many years, TAMC, the County of Monterey and Caltrans assembled the transportation funds to buy 145 parcels (353 acres) of land for the US 101 Prunedale Bypass project. The project was unable to be constructed, and TAMC and Caltrans instead focused on safety improvements on US 101, known as the Prunedale Improvement Project. Caltrans has the authority to sell the unused land, and under current law, the revenues from the sale of bypass land would go into the state general fund – not back to transportation and not back to Monterey County.

AB 2730 would require the revenues from the sale of the Prunedale Bypass parcels to come back to TAMC, to be used for other highway improvement projects in Monterey County. AB 2730 would ensure that millions of transportation dollars would come back to the local highway system for improvements that would benefit Monterey County's regional economic drivers: agriculture and tourism. The mission of TAMC is to develop and maintain a multimodal transportation system that enhances mobility, safety, access, environment quality and economic activities in Monterey County. This bill would help TAMC and Caltrans to make much-needed and long-deferred highway improvements.

Thank you very much for your authorship of this important bill and for supporting efforts to improve transportation in California. If you have any questions, please feel free to contact

Christina Watson of my staff at (831) 775-4406 or [christina@tamcmonterey.org](mailto:christina@tamcmonterey.org), or our Sacramento legislative analyst, John Arriaga, at (916) 669-1340 or [jea@jeandassociates.com](mailto:jea@jeandassociates.com).

Sincerely,



*for* Debra L. Hale  
Executive Director

cc: Hon. Anthony Cannella, 12th Senate District  
Hon. Bill Monning, 17th Senate District  
Hon. Mark Stone, 29th Assembly District

March 30, 2016

Assembly Member Luis Alejo  
P.O. Box 942849  
Sacramento, CA 94249-0030

Via email to: [Tony.Madrigan@asm.ca.gov](mailto:Tony.Madrigan@asm.ca.gov)

**Re: Support for AB 2730 (Alejo): Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess properties**

Dear Assembly Member Alejo:

On behalf of the City of Carmel-by-the-Sea, I write in support of Assembly Bill (AB) 2730: Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess properties (as introduced, February 19, 2016). This bill will transfer the proceeds of the sale of the former Prunedale Bypass right-of-way parcels of land to the Transportation Agency for Monterey County for use on future transportation projects in Monterey County. **The City of Carmel-by-the-Sea supports this bill.**

Over many years, TAMC, the County of Monterey and Caltrans assembled the transportation funds to buy 145 parcels (353 acres) of land for the US 101 Prunedale Bypass project. The project was unable to be constructed, and TAMC and Caltrans instead focused on safety improvements on US 101, known as the Prunedale Improvement Project. Caltrans has the authority to sell the unused land, and under current law, the revenues from the sale of bypass land would go into the state general fund – not back to transportation and not back to Monterey County.

AB 2730 would require the revenues from the sale of the Prunedale Bypass parcels to come back to TAMC, to be used for other highway improvement projects in Monterey County. AB 2730 would ensure that millions of transportation dollars would come back to the local highway system for improvements that would benefit Monterey County's regional economic drivers: agriculture and tourism. This bill would help TAMC and Caltrans to make much-needed and long-deferred highway improvements.

Thank you very much for your authorship of this important bill and for supporting efforts to improve transportation in California.

Sincerely,

Jason Burnett  
Mayor

cc: Hon. Anthony Cannella, 12th Senate District      Hon. Bill Monning, 17th Senate District  
Hon. Mark Stone, 29th Assembly District              Debra L. Hale, TAMC



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1108  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Sharon Friedrichsen, Director of Budget and Contracts  
Rob Mullane, Public Works Director

**SUBJECT:** Award a Construction Contract to Monterey Peninsula Engineering for the 2016 Street Project in a Total Amount Not to Exceed \$1,121,938.00; Authorize a Budget Adjustment of \$102,300 for the 2016 Street Project and Amend the Professional Services Agreement with Neill Engineers Corp. for an Amount Not to Exceed \$67,200

<b>AMOUNT OF EXPENDITURE</b>	\$ 1,346,300
<b>AMOUNT BUDGETED</b>	\$ 1,244,000
<b>APPROPRIATION REQUIRED</b>	\$ 102,300

### RECOMMENDATION

1. Adopt the resolution authorizing the City Administrator to execute an agreement with Monterey Peninsula Engineering for the 2016 Street Project in an amount not to exceed \$1,121,938.00 and transfer up to \$102,300.00 from the Carpenter Street Drainage and Paving capital projects to the 2016 Street Project.
2. Adopt the resolution authoring the City Administrator to execute Amendment No. 1 to Professional Services Agreement PWD-PSA-NEI-P1&2-071-15-16 with Neill Engineers Corp. for design and construction management services for an amount not to exceed \$67,200.00.

### SUMMARY

The Fiscal Year 2015-16 adopted budget included funding for capital projects pertaining to streets. The first phase of the streets project was completed in November 2015, including the Truck Route and work related to PG&E restoration, which the City has not yet received reimbursement. In preparation for completing the second half of the streets project, Council allocated an additional \$825,000 to streets to take advantage of economies of scale, a favorable bidding climate and asphalt costs, and to enhance the overall condition of the City’s streets, including improving the streets’ pavement condition index rating, which currently is considered “fair.”

The 2016 Streets Project includes asphalt overlays and other miscellaneous road improvements (storm drain inlets, manholes, reconstruction of rolled berms and striping) for ten street segments: Carpenter Street between the north City limits to Ocean Avenue; Guadalupe Street between 2<sup>nd</sup> and Ocean

Avenue; Santa Rita between 3<sup>rd</sup> and 5<sup>th</sup> Avenue; Dolores Street between 2<sup>nd</sup> and 4<sup>th</sup> Avenue; 3<sup>rd</sup> Avenue between Dolores and Lincoln Street; Lincoln Street between Ocean and 8<sup>th</sup> Avenue; 8<sup>th</sup> Avenue between Carmelo and Casanova Street; 11<sup>th</sup> Avenue between Monte Verde and San Carlos Street; Mission Street between Ocean and 8<sup>th</sup> Avenue and between 4<sup>th</sup> and 6<sup>th</sup> Avenue; and Torres Street between Ocean and 11<sup>th</sup> Avenue and Mountain View between Torres and San Fe Street (Torres segment due to PG&E work).

The 2016 Sidewalk and Concrete Repair and the 2016 Streets projects were released for bidding simultaneously and in accordance with Municipal Code provisions pertaining to public works projects. Bids for both projects were publicly opened on March 24, 2016. Regarding the 2016 Streets project, the City received four bids ranging from \$1,121,938 to \$1,474,440, with an engineering estimate of \$1,133,770 (see attached "Tabulation of Bids"). It is recommended that the City enter into an agreement with Monterey Peninsula Engineering, the lowest responsible bidder, for the 2016 Streets Project for the bid amount of \$1,121,938. As explained in more detail later in the staff report, other project components include engineering costs for developing plans and specification, project contingency and construction management assistance, as shown in Table 1.

Table 1- Project Budget and Costs

Project Costs	Amount
Construction- Bid	\$1,121,938
Construction- Contingency (10%)	\$ 112,194
Design and Construction Management (10%)	\$ 112,194
Total Costs	\$1,346,326
Funding Sources	
Streets and Roads- Budget Post December	(\$ 419,000)
Augmentation	(\$ 825,000)
Total Funding	(\$1,244,000)
Over/Under	(\$ 102,300)

In addition to the base bid amount, other project costs including engineering design and construction management. Council authorized an agreement with Neill Engineers for these services based on the original streets budget. When Council augmented the streets budget and increased the scope of work, the compensation cited within the agreement was not adjusted. Accordingly it is recommended that the existing agreement be amended by an amount not to exceed \$67,200. Utilizing the engineer of record for construction management helps address any questions regarding plans and specifications that may arise during construction; reconciles quantities used and work performed as per the specification before invoices are processed; and provides other field assistance to oversee the project. However, Council may (1) authorize a reduced amount for an amendment or (2) not authorize the amendment, in which case construction management would be borne entirely by public works staff and/or contracted out to another construction management firm.

In addition, it is recommended that a 10 percent project contingency be included as part of the project total, or \$112,194. The project contingency is set-aside for any anomalies that may arise during construction. Any change order work requires approval by the City Engineer, the Public Works Director and the City Administrator. If no project contingency is required, or a lesser amount is used, the remaining funds return to the capital project account to be used for other identified capital projects. Council also has the option to either (1) not include a contingency or (2) include a lower amount, such as five percent. If a project contingency is either not approved or exceeds the stated threshold, Council approval is then required before any additional work commences.

Inclusion of the project contingency will require the streets capital project budget to be amended. It is recommended that a budget adjustment to transfer up to \$102,300 from the unspent funds remaining within the Carpenter Street Drainage and Paving project be allocated to the 2016 Streets project. The City is eligible to receive \$128,000 from reprogrammed funds from the Transportation Agency of Monterey County for the Carpenter Street segment; however, funds must first be spent and then reimbursement sought. A combination of the TAMC reimbursement, any forthcoming PG&E reimbursement as well as the likelihood that the contingencies may not be used increases the chance that the project finishes within budget once completed.

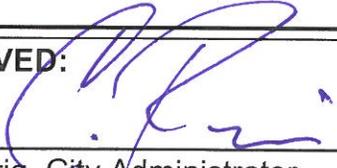
### PRIOR CITY COUNCIL ACTION

Council included funding for streets as part of the Fiscal Year 2015-16 budget adopted on June 15, 2016 (Resolution 2015-040); authorized the agreement with Neill Engineers on September 1, 2015 (Resolution 2015-069) and augmented the streets and sidewalks budget by \$855,000 on November 2, 2015 (Resolution 2015-104).

### ATTACHMENTS

1. Engineering Recommendation Letter
2. Tabulation of Bids
3. Resolution Authorizing Agreement with MPE
4. Resolution Authorizing Amendment No. 1 with Neill Engineers

APPROVED:



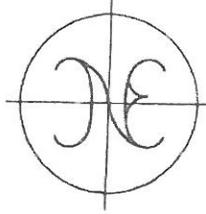
Chip Rerig, City Administrator

Date: \_\_\_\_\_

# NEILL ENGINEERS Corp.

SHERMAN W. LOW, R.C.E.  
GARY W. WHITE, L.S.

CLAYTON B. NEILL, JR., R.C.E.  
GILBERT M. NEILL, R.C.E.



SUBDIVISIONS, LAND PLANNING,  
WATER SUPPLY, SANITATION,  
SURVEYING, AIRPORTS  
MUNICIPALITIES

CONSULTING ENGINEERS  
MISSION and FIFTH—BOX LL  
CARMEL, CALIFORNIA 93921  
(831) 624-2110  
FAX: (831) 624-3693

March 25, 2016

Mr. Chip Rerig  
City Administrator  
City of Carmel  
PO Box CC  
Carmel, CA 93921

Re: 2016 Street Projects

Dear Mr. Rerig,

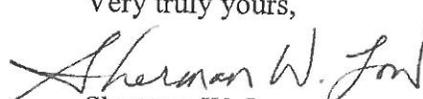
Bids were opened for the 2016 Street Projects on Thursday, March 24, 2016. Four bids were received listed in ascending order as follows:

<u>Contractor</u>	<u>Total</u>
Monterey Peninsula Engineering	\$1,121,938
Granite Construction	\$1,151,488
Don Chapin Company	\$1,443,225
Anderson Pacific Engineering	\$1,474,440
Engineer's Estimate	\$1,133,770

The bids were reviewed for mathematical accuracy and other proposal requirements. All of the bid proposals were in order and considered responsive. A copy of the Tabulation of Bids is enclosed.

We recommend that the contract be awarded to the low bidder, Monterey Peninsula Engineering.

Very truly yours,

  
Sherman W. Low  
City Engineer

cc: Rob Mullane  
Sharon Friedrichsen



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA

Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEERS ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1.1	Install 12" D.I.P Storm Drain, Class 51	62	L.F.	\$150.00	\$9,300.00	\$230.00	\$14,260.00	\$116.00	\$7,192.00	\$200.00	\$12,400.00	\$320.00	\$19,840.00
1.2	Construct 2'x4' Drainage Inlet	1	Each	\$5,500.00	\$5,500.00	\$6,200.00	\$6,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00
1.3	Connect to Existing Manhole	1	Each	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$550.00	\$550.00	\$4,800.00	\$4,800.00	\$950.00	\$950.00
1.4	Patch Pavement for Failed Areas	2,400	S.F.	\$10.00	\$24,000.00	\$9.50	\$22,800.00	\$6.60	\$15,840.00	\$12.70	\$30,480.00	\$20.00	\$48,000.00
1.5	Conform Grind for Streets & Driveways	1	L.S.	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00	\$14,000.00	\$14,000.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00
1.6	Grind/Mill Existing AC down to PCC pavement	1	L.S.	\$12,500.00	\$12,500.00	\$27,000.00	\$27,000.00	\$37,805.00	\$37,805.00	\$22,000.00	\$22,000.00	\$30,000.00	\$30,000.00
1.7	Place Paving Grid Interlayer Reinforcement	32,500	S.F.	\$1.10	\$35,750.00	\$1.00	\$32,500.00	\$0.95	\$30,875.00	\$1.16	\$37,700.00	\$1.15	\$37,375.00
1.8	Place 3" thick Asphalt Concrete Overlay	1,850	Tons	\$130.00	\$240,500.00	\$115.00	\$212,750.00	\$142.00	\$262,700.00	\$150.00	\$277,500.00	\$160.00	\$296,000.00
1.9	Restore/Raise AC Rolled Berm, AC drainage swale	3,000	L.F.	\$10.00	\$30,000.00	\$8.00	\$24,000.00	\$12.00	\$36,000.00	\$18.20	\$54,600.00	\$7.00	\$21,000.00
1.10	Raise Manhole	15	Each	\$850.00	\$12,750.00	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$800.00	\$10,400.00	\$450.00	\$5,850.00
1.11	Raise Water Valve Cover	13	Each	\$450.00	\$5,850.00	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$800.00	\$10,400.00	\$450.00	\$5,850.00
1.12	Raise Gas Valve Cover	4	Each	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$450.00	\$1,800.00
1.13	Raise Sanitary Sewer Cleanout	2	Each	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00
1.14	Apply Thermoplastic Dbl Yellow Centerline Stripe	2,360	L.F.	\$3.00	\$7,080.00	\$3.30	\$7,788.00	\$3.20	\$7,552.00	\$3.70	\$8,732.00	\$3.50	\$8,260.00
1.15	Apply Thermoplastic Stop Bars	5	Each	\$250.00	\$1,250.00	\$90.00	\$450.00	\$90.00	\$450.00	\$90.00	\$450.00	\$95.00	\$475.00
1.16	Apply White Edge Line	320	L.F.	\$2.50	\$800.00	\$1.70	\$544.00	\$1.60	\$512.00	\$1.50	\$480.00	\$2.00	\$640.00
1.17	Apply Thermoplastic Crosswalk	1	Each	\$1,000.00	\$1,000.00	\$220.00	\$220.00	\$215.00	\$215.00	\$225.00	\$225.00	\$240.00	\$240.00
1.18	Apply "25" Speed Limit Legend	4	Each	\$350.00	\$1,400.00	\$90.00	\$360.00	\$90.00	\$360.00	\$90.00	\$360.00	\$95.00	\$380.00
1.19	Apply "Stop Ahead" Legend	3	Each	\$800.00	\$2,400.00	\$230.00	\$690.00	\$226.00	\$678.00	\$250.00	\$750.00	\$250.00	\$750.00
1.20	Place Decomposed Granite Baserock backing	50	Tons	\$60.00	\$3,000.00	\$160.00	\$8,000.00	\$150.00	\$7,500.00	\$185.00	\$9,250.00	\$65.00	\$3,250.00
	<b># 1 SUB-TOTAL:</b>				<b>\$404,880.00</b>		<b>\$399,112.00</b>		<b>\$455,479.00</b>		<b>\$510,927.00</b>		<b>\$508,460.00</b>

WO: 8399



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA  
 Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEERS ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
<b>2. GUADALUPE STREET between Second Ave. &amp; Ocean Ave.</b>													
2.1	Patch Pavement for Failed Areas	50	S.F.	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$7.00	\$350.00	\$12.70	\$635.00	\$75.00	\$3,750.00
2.2	Conform Grind for Streets & Driveways	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
2.3	Place 2" Thick Asphalt Concrete Overlay	150	Tons	\$150.00	\$22,500.00	\$155.00	\$23,250.00	\$137.00	\$20,550.00	\$150.00	\$22,500.00	\$215.00	\$32,250.00
2.4	Restore/Raise AC Rolled Berm	520	L.F.	\$10.00	\$5,200.00	\$11.00	\$5,720.00	\$11.50	\$5,980.00	\$18.20	\$9,464.00	\$7.00	\$3,640.00
2.5	Raise Manhole	1	Each	\$850.00	\$850.00	\$850.00	\$850.00	\$1,020.00	\$1,020.00	\$800.00	\$800.00	\$850.00	\$850.00
2.6	Raise Water Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
2.7	Raise Cleanout	1	Each	\$500.00	\$500.00	\$550.00	\$550.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
2.8	Place Decomposed Granite Baserock backing	10	Tons	\$60.00	\$600.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$185.00	\$1,850.00	\$600.00	\$600.00
	<b># 2 SUB-TOTAL:</b>				<b>\$38,600.00</b>		<b>\$42,320.00</b>		<b>\$32,900.00</b>		<b>\$59,849.00</b>		<b>\$48,740.00</b>
<b>3. SANTA RITA STREET between 3rd Ave. &amp; 5th Ave.</b>													
3.1	Patch Pavement for Failed Areas	500	S.F.	\$15.00	\$7,500.00	\$22.00	\$11,000.00	\$7.00	\$3,500.00	\$12.70	\$6,350.00	\$17.00	\$8,500.00
3.2	Grind for Roadway Excavation	1	L.S.	\$9,500.00	\$9,500.00	\$6,100.00	\$6,100.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
3.3	Subgrade Preparation	1	L.S.	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$10,600.00	\$10,600.00	\$13,500.00	\$13,500.00	\$5,500.00	\$5,500.00
3.4	Conform Grind for Streets & Driveways	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
3.5	Place 3" thick Asphalt Concrete Surface	200	Tons	\$125.00	\$25,000.00	\$135.00	\$27,000.00	\$137.00	\$27,400.00	\$150.00	\$30,000.00	\$220.00	\$44,000.00
3.6	Place 2" thick Asphalt Concrete Overlay	260	Tons	\$140.00	\$36,400.00	\$123.00	\$31,980.00	\$137.00	\$35,620.00	\$150.00	\$39,000.00	\$220.00	\$44,000.00
3.7	Restorer/Raise AC Rolled Berm	600	L.F.	\$10.00	\$6,000.00	\$9.50	\$5,700.00	\$11.50	\$6,900.00	\$18.20	\$10,920.00	\$7.00	\$4,200.00
3.8	Raise Manhole	4	Each	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$1,020.00	\$4,080.00	\$800.00	\$3,200.00	\$850.00	\$3,400.00
3.9	Raise Water Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
3.10	Raise Gas Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
3.11	Raise Sanitary Sewer Cleanout	2	Each	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$450.00	\$900.00
3.12	Apply Thermoplastic Stop Bar	4	Each	\$250.00	\$1,000.00	\$290.00	\$1,160.00	\$150.00	\$600.00	\$185.00	\$740.00	\$95.00	\$380.00
3.13	Place Decomposed Granite Baserock backing	30	Tons	\$60.00	\$1,800.00	\$200.00	\$6,000.00	\$150.00	\$4,500.00	\$185.00	\$5,550.00	\$65.00	\$1,950.00
	<b>#3 SUB-TOTAL:</b>				<b>\$105,900.00</b>		<b>\$105,940.00</b>		<b>\$108,460.00</b>		<b>\$143,680.00</b>		<b>\$140,730.00</b>

WO: 8399



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA

Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEERS ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
<b>4. DOLORES STREET between Second Ave. &amp; 4th Ave.</b>													
4.1	Patch Pavement for Failed Area	1,000	S.F.	\$12.00	\$12,000.00	\$12.50	\$12,500.00	\$6.60	\$6,600.00	\$12.70	\$12,700.00	\$17.00	\$17,000.00
4.2	Conform Grind for Streets & Driveways	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
4.3	Place 2 1/4" thick Asphalt Concrete Overlay	280	Tons	\$130.00	\$36,400.00	\$128.00	\$35,840.00	\$137.00	\$38,360.00	\$150.00	\$42,000.00	\$210.00	\$58,800.00
4.4	Place 2" thick Asphalt Concrete Overlay	160	Tons	\$140.00	\$22,400.00	\$130.00	\$20,800.00	\$137.00	\$21,920.00	\$150.00	\$24,000.00	\$205.00	\$32,800.00
4.5	Restore/Raise AC Rolled Berm	920	L.F.	\$10.00	\$9,200.00	\$10.00	\$9,200.00	\$11.50	\$10,580.00	\$18.20	\$16,744.00	\$7.00	\$6,440.00
4.6	Raise Manhole	3	Each	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$1,020.00	\$3,060.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00
4.7	Raise Water Valve	8	Each	\$450.00	\$3,600.00	\$450.00	\$3,600.00	\$750.00	\$6,000.00	\$800.00	\$6,400.00	\$450.00	\$3,600.00
4.8	Raise Sanitary Valve	2	Each	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00
4.9	Apply Thermoplastic Stop Bar	3	Each	\$250.00	\$750.00	\$90.00	\$270.00	\$90.00	\$270.00	\$90.00	\$270.00	\$95.00	\$285.00
4.10	Apply "1.5" Speed Limit Legend	4	Each	\$350.00	\$1,400.00	\$90.00	\$360.00	\$90.00	\$360.00	\$90.00	\$360.00	\$95.00	\$380.00
4.11	Place Decomposed Granite Basecoat backing	30	Tons	\$60.00	\$1,800.00	\$170.00	\$5,100.00	\$150.00	\$4,500.00	\$185.00	\$5,550.00	\$65.00	\$1,950.00
	<b>#4 SUB-TOTAL:</b>				<b>\$98,600.00</b>		<b>\$98,820.00</b>		<b>\$100,150.00</b>		<b>\$131,024.00</b>		<b>\$131,505.00</b>
<b>5. 3RD AVENUE between 2nd Ave. &amp; 4th Ave.</b>													
5.1	Patch Pavement for Failed Areas	1,100	S.F.	\$12.00	\$13,200.00	\$10.00	\$11,000.00	\$6.60	\$7,260.00	\$12.70	\$13,970.00	\$17.00	\$18,700.00
5.2	Conform Grind for Streets & Driveways	1	L.S.	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
5.3	Place 2" thick Asphalt Concrete Overlay	80	Tons	\$150.00	\$12,000.00	\$142.00	\$11,360.00	\$137.00	\$10,960.00	\$150.00	\$12,000.00	\$205.00	\$16,400.00
5.4	Restore/Raise AC Rolled Berm	200	L.F.	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$11.50	\$2,300.00	\$18.20	\$3,640.00	\$7.00	\$1,400.00
5.5	Raise Manhole	1	Each	\$850.00	\$850.00	\$850.00	\$850.00	\$1,020.00	\$1,020.00	\$800.00	\$800.00	\$850.00	\$850.00
5.6	Raise Water Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
5.7	Raise Gas Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$450.00	\$450.00
5.8	Raise Sanitary Sewer Cleanout	1	Each	\$500.00	\$500.00	\$550.00	\$550.00	\$750.00	\$750.00	\$800.00	\$800.00	\$600.00	\$600.00
5.9	Raise Water Meter Box	2	Each	\$400.00	\$800.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00
	<b>#5 SUB-TOTAL:</b>				<b>\$36,750.00</b>		<b>\$35,260.00</b>		<b>\$27,290.00</b>		<b>\$53,410.00</b>		<b>\$46,850.00</b>

WO: 8399



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA

Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEER'S ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
<b>6. LINCOLN STREET between Ocean Ave. &amp; 8th Ave.</b>													
6.1	Patch Pavement for Failed Areas	2,100	S.F.	\$10.00	\$21,000.00	\$11.50	\$24,150.00	\$6.60	\$13,860.00	\$12.70	\$26,670.00	\$17.00	\$35,700.00
6.2	Conform Grind for Streets & Driveways	1	L.S.	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
6.3	Place 2" thick Asphalt Concrete Overlay	450	Tons	\$140.00	\$63,000.00	\$127.00	\$57,150.00	\$137.00	\$61,650.00	\$150.00	\$67,500.00	\$205.00	\$92,250.00
6.4	Raise Manhole	2	Each	\$850.00	\$1,700.00	\$650.00	\$1,300.00	\$1,020.00	\$2,040.00	\$800.00	\$1,600.00	\$850.00	\$1,700.00
6.5	Raise Water Valve Cover	8	Each	\$450.00	\$3,600.00	\$450.00	\$3,600.00	\$750.00	\$5,250.00	\$800.00	\$6,400.00	\$450.00	\$3,600.00
6.6	Raise Sanitary Sewer Cleanout	1	Each	\$500.00	\$500.00	\$550.00	\$550.00	\$750.00	\$750.00	\$800.00	\$800.00	\$600.00	\$600.00
6.7	Raise PG&E Utility Box	2	Each	\$250.00	\$500.00	\$220.00	\$440.00	\$90.00	\$180.00	\$90.00	\$180.00	\$95.00	\$190.00
6.8	Apply Thermoplastic Stop Bars	4	Each	\$750.00	\$3,000.00	\$900.00	\$3,600.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$950.00	\$3,800.00
6.9	Apply Crosswalk	1	Each	\$250.00	\$250.00	\$220.00	\$220.00	\$360.00	\$360.00	\$90.00	\$90.00	\$240.00	\$240.00
6.10	Restore Thermoplastic Parking Tees	73	Each	\$1,000.00	\$73,000.00	\$220.00	\$16,060.00	\$215.00	\$15,705.00	\$225.00	\$16,425.00	\$240.00	\$17,520.00
6.11	Apply "X" Legend	5	Each	\$50.00	\$250.00	\$35.00	\$175.00	\$35.00	\$175.00	\$40.00	\$200.00	\$40.00	\$200.00
	<b>#6 SUB-TOTAL:</b>				<b>\$105,825.00</b>		<b>\$101,305.00</b>		<b>\$96,145.00</b>		<b>\$127,325.00</b>		<b>\$146,040.00</b>
<b>7. 8TH AVENUE between Carmelo St. &amp; Casanova St.</b>													
7.1	Patch Pavement for Failed Area	400	S.F.	\$14.00	\$5,600.00	\$20.00	\$8,000.00	\$7.00	\$2,800.00	\$12.70	\$5,080.00	\$20.00	\$8,000.00
7.2	Replace 1st CMP w/15" PVC, conc. encased	78	L.F.	\$130.00	\$10,140.00	\$152.00	\$11,856.00	\$112.00	\$8,736.00	\$195.00	\$15,210.00	\$195.00	\$15,210.00
7.3	Reconstruct Curb & Gutter	95	L.F.	\$75.00	\$7,125.00	\$103.00	\$9,785.00	\$75.00	\$7,125.00	\$117.00	\$11,115.00	\$90.00	\$8,550.00
7.4	Conform Grind for Streets & Driveways	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00
7.5	Place 2" thick Asphalt Concrete Overlay	200	Tons	\$150.00	\$30,000.00	\$133.00	\$26,600.00	\$137.00	\$27,400.00	\$150.00	\$30,000.00	\$205.00	\$41,000.00
7.6	Raise Manhole	3	Each	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$1,020.00	\$3,060.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00
7.7	Raise Water Valve Cover	1	Each	\$450.00	\$450.00	\$450.00	\$450.00	\$750.00	\$750.00	\$800.00	\$800.00	\$600.00	\$600.00
7.8	Apply Thermoplastic Stop Bars	4	Each	\$250.00	\$1,000.00	\$220.00	\$880.00	\$90.00	\$360.00	\$90.00	\$360.00	\$95.00	\$380.00
7.9	Apply Thermoplastic Parking Tees	2	Each	\$50.00	\$100.00	\$35.00	\$70.00	\$35.00	\$70.00	\$40.00	\$80.00	\$40.00	\$80.00
7.10	Place Decomposed Granite Base/rock Backing	5	Tons	\$60.00	\$300.00	\$160.00	\$800.00	\$150.00	\$750.00	\$185.00	\$925.00	\$70.00	\$350.00
	<b>#7 SUB-TOTAL:</b>				<b>\$64,765.00</b>		<b>\$67,971.00</b>		<b>\$55,051.00</b>		<b>\$84,970.00</b>		<b>\$83,070.00</b>

WO: 8399



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA  
 Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEERS ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
<b>8. 11TH AVENUE between Monte Verde St. &amp; San Carlos St.</b>													
8.1	Patch Pavement for Failed Areas	300	S.F.	\$14.00	\$4,200.00	\$22.50	\$6,750.00	\$6.60	\$1,980.00	\$12.70	\$3,810.00	\$20.00	\$6,000.00
8.2	Conform Grind for Streets & Driveways	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$18,000.00	\$19,000.00	\$6,500.00	\$6,500.00
8.3	Place 2" thick Asphalt Concrete Overlay	320	Tons	\$140.00	\$44,800.00	\$125.00	\$40,000.00	\$137.00	\$43,840.00	\$150.00	\$48,000.00	\$205.00	\$65,600.00
8.4	Restore/Raise AC Rolled Berm, AC Drainage Swale	400	L.F.	\$10.00	\$4,000.00	\$11.00	\$4,400.00	\$11.50	\$4,600.00	\$18.20	\$7,280.00	\$7.00	\$2,800.00
8.5	Raise Manhole	3	Each	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$1,020.00	\$3,060.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00
8.6	Raise Sanitary Sewer Cleanout	1	Each	\$500.00	\$500.00	\$550.00	\$550.00	\$750.00	\$750.00	\$800.00	\$800.00	\$600.00	\$600.00
8.7	Layout and Apply Thermoplastic Stop Bar	4	Each	\$280.00	\$1,120.00	\$90.00	\$360.00	\$90.00	\$360.00	\$90.00	\$360.00	\$95.00	\$380.00
8.8	Place Decomposed Granite Baserock Backing	10	Tons	\$60.00	\$600.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$185.00	\$1,850.00	\$70.00	\$700.00
	<b>#8 SUB-TOTAL:</b>				<b>\$65,150.00</b>		<b>\$64,110.00</b>		<b>\$62,090.00</b>		<b>\$83,500.00</b>		<b>\$85,150.00</b>
<b>9. MISSION STREET between Ocean Ave. &amp; 8th Ave. - and 4th Ave. &amp; 6th Ave.</b>													
9.1	Grind to remove existing markings	1	L.S.	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00
9.2	Surface Preparation	1	L.S.	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00
9.3	Place Type II Slurry Seal	56,000	S.F.	\$0.40	\$22,400.00	\$0.35	\$19,600.00	\$0.32	\$17,920.00	\$0.25	\$14,000.00	\$0.35	\$19,600.00
9.4	Apply Thermoplastic Stop Bar	11	Each	\$250.00	\$2,750.00	\$90.00	\$990.00	\$90.00	\$990.00	\$90.00	\$990.00	\$95.00	\$1,045.00
9.5	Apply Thermoplastic Crosswalk	2	Each	\$1,000.00	\$2,000.00	\$220.00	\$440.00	\$215.00	\$430.00	\$225.00	\$450.00	\$240.00	\$480.00
9.6	Apply Thermoplastic Parking Tees	144	Each	\$50.00	\$7,200.00	\$35.00	\$5,040.00	\$35.00	\$5,040.00	\$40.00	\$5,760.00	\$40.00	\$5,760.00
9.7	Apply "X" Legend	1	Each	\$75.00	\$75.00	\$44.00	\$44.00	\$43.00	\$43.00	\$50.00	\$50.00	\$50.00	\$50.00
9.8	Apply "COMPACT" Legend	1	Each	\$500.00	\$500.00	\$66.00	\$66.00	\$65.00	\$65.00	\$75.00	\$75.00	\$75.00	\$75.00
	<b>#9 SUB-TOTAL:</b>				<b>\$44,925.00</b>		<b>\$32,086.00</b>		<b>\$27,388.00</b>		<b>\$34,825.00</b>		<b>\$36,710.00</b>

WO: 8399



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: 2016 Street Projects

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA

Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEERS ESTIMATE		MONTEREY PENINSULA ENGINEERING		GRANITE CONSTRUCTION		DON CHAPIN COMPANY		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
10.1	TORRES STREET between Ocean Ave. & 11th & MOUNTAIN VIEW AVE. between Torres St. & Santa Fe St.	60	L.F.	\$125.00	\$7,500.00	\$150.00	\$9,000.00	\$90.00	\$5,400.00	\$195.00	\$11,700.00	\$225.00	\$13,500.00
10.2	Reconstruct 2'x3' Drainage Inlet	1	Each	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$6,800.00	\$6,800.00
10.3	Patch Pavement for Failed Areas	150	S.F.	\$15.00	\$2,250.00	\$29.00	\$4,350.00	\$6.60	\$990.00	\$12.70	\$1,905.00	\$50.00	\$7,500.00
10.4	Conform Grind for Streets & Driveways	1	L.S.	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00
10.5	Place 2 1/2" thick Asphalt Concrete Overlay	260	Tons	\$140.00	\$36,400.00	\$125.00	\$32,500.00	\$137.00	\$35,620.00	\$150.00	\$39,000.00	\$210.00	\$54,600.00
10.6	Place 2" thick Asphalt Concrete Overlay	590	Tons	\$130.00	\$76,700.00	\$133.00	\$78,470.00	\$137.00	\$80,830.00	\$150.00	\$88,500.00	\$205.00	\$120,950.00
10.7	Restore/Raise AC Rolled Berm	850	L.F.	\$10.00	\$8,500.00	\$10.00	\$8,500.00	\$11.50	\$9,775.00	\$18.20	\$15,470.00	\$7.00	\$5,950.00
10.8	Raise Manhole	6	Each	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$1,020.00	\$6,120.00	\$800.00	\$4,800.00	\$450.00	\$2,700.00
10.9	Raise Water Valve Cover	8	Each	\$450.00	\$3,600.00	\$450.00	\$3,600.00	\$750.00	\$6,000.00	\$800.00	\$6,400.00	\$450.00	\$3,600.00
10.10	Raise Gas Valve Cover	7	Each	\$450.00	\$3,150.00	\$450.00	\$3,150.00	\$750.00	\$5,250.00	\$800.00	\$5,600.00	\$450.00	\$3,150.00
10.11	Raise Sanitary Sewer Cleanout	2	Each	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00
10.12	Raise Water Meter Boxes	8	Each	\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$750.00	\$6,000.00	\$800.00	\$6,400.00	\$750.00	\$6,000.00
10.13	Apply Thermoplastic Stop Bars	2	Each	\$250.00	\$500.00	\$90.00	\$180.00	\$90.00	\$180.00	\$90.00	\$180.00	\$95.00	\$190.00
10.14	Apply Thermoplastic Parking Tees	8	Each	\$50.00	\$400.00	\$35.00	\$280.00	\$35.00	\$280.00	\$40.00	\$320.00	\$40.00	\$320.00
10.15	Apply "15" Speed Limit Legend	1	Each	\$75.00	\$75.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$95.00	\$95.00
10.16	Place Decomposed Granite Baserock Backing	50	Tons	\$60.00	\$3,000.00	\$160.00	\$8,000.00	\$150.00	\$7,500.00	\$185.00	\$9,250.00	\$65.00	\$3,250.00
	# 10 SUB-TOTAL:				\$168,375.00		\$175,020.00		\$186,535.00		\$217,715.00		\$247,205.00
	GRAND TOTAL:				\$1,133,770.00		\$1,121,938.00		\$1,151,488.00		\$1,443,225.00		\$1,474,440.00
							**LOW BID**						

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

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH  
MONTEREY PENINSULA ENGINEERING FOR THE 2016 STREET PROJECT FOR AN  
AMOUNT NOT TO EXCEED \$1,121,938.00, APPROVE PROJECT CONTINGENCY OF  
\$112,194.00 AND AUTHORIZE A BUDGET ADJUSTMENT NOT TO EXCEED \$102,300.00**

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WHEREAS, Nichols Consulting Engineers completed an update to the City's Pavement Management Program in 2013 and recommends the City expend \$1,140,000 a year on paving projects over fifteen years to achieve an overall Pavement Condition Index of "Good"; and

WHEREAS, ongoing streets projects have been identified within the 2015-2018 Capital Improvement Plan; an initial \$419,000 was included within the FY2015-16 adopted budget and Council augmented the streets budget by \$825,000 by Resolution 2015-104; and

WHEREAS, the City published the notice inviting bids for the 2016 Street Project in the Carmel Pine Cone on March 11 and 18, 2016 and in the Monterey Herald on March 12 and 18, 2016, in accordance with Municipal Code Section 3.12.450; and

WHEREAS, the City Clerk opened four bids for this project on March 24, 2016, in accordance with Municipal Code Section 3.12.470, and Monterey Peninsula Engineering was determined to be the lowest responsible bidder with a bid of \$1,121,938; and

WHEREAS, Carmel Municipal Code Section 3.12.420 require contracts of \$25,000 or more to be approved by Council resolution; and

WHEREAS, staff recommends the City Administrator be authorized to execute change orders to address unexpected issues that may arise during construction; and

WHEREAS, the bid of \$1,121,938, when combined with a project contingency of ten percent (\$112,194) and engineering costs for design and construction management of another ten percent (\$112,194) total \$1,346,326.00 and leave a potential funding shortfall of \$102,300 within the streets project account; and

WHEREAS, there are savings of \$125,000 within the Carpenter Street Drainage and Paving Project available to be transferred to fund the projected streets' budget shortfall; and

WHEREAS, Carmel Municipal Code Section 3.06.030 requires transfers of appropriations in regards to capital items or projects to be approved by City Council.

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

1. Authorize the City Administrator to execute an agreement with Monterey Peninsula Engineering for the 2016 Streets Project in an amount not to exceed \$1,121,938.00.
2. Authorize the City Administrator to execute change orders totaling up to ten percent (10%) of the project bid, or an amount not to exceed \$112,194.00, as project contingency.

3. Authorize a budget adjustment to transfer an amount not to exceed \$102,300.00 from the Carpenter Street Drainage and Paving Project (13-76912) to the 2016 Street Project (13-76901).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4<sup>th</sup> day of April, 2016, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS

SIGNED:

ATTEST:

\_\_\_\_\_  
Jason Burnett, Mayor

\_\_\_\_\_  
Ashlee Wright  
City Clerk

**RESOLUTION 2016-\_\_\_\_\_**

**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-NEI-P1&2-071-15-16 WITH NEILL  
ENGINEERS CORP. FOR ENGINEERING SERVICES FOR AN AMOUNT NOT TO  
EXCEED \$67,200.00**

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WHEREAS, Municipal Code 3.12.140 requires Council approval of a resolution for purchases over \$25,000, even when a professional services involving a specialized knowledge or personal skill allows for the dispensation of the bid process; and

WHEREAS, the City Council authorized an agreement with Neill Engineers Corp. for design and construction management services for the FY 2014-15 Phase II/PG&E Restoration Streets, the FY 2015-16 Phase I Streets and the Carpenter Street Drainage and Pavement Projects by adopting Resolution 2015-069 on September 1, 2015; and

WHEREAS, subsequently Council authorized an additional \$855,000 augmentation to the streets and sidewalk budget by adopting Resolution 2015-104 on November 2, 2015; and

WHEREAS, the compensation included within the original agreement with Neill Engineers did not reflect the increased scope of work and budget for additional streets and the not to exceed amount approved by Council needs to be increased accordingly; and

WHEREAS, Council may authorize a one-time renewal of a contract of \$25,000 or more for a period of up to three years per 3.12.100; and

WHEREAS, the City wishes to continue to utilize the firm for design and construction management pertaining to the enhanced streets work ("the 2016 Streets Project") and there is funding to cover the supplemental costs associated with engineering services.

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

Authorize the City Administrator to Execute Amendment No. 1 to the Professional Services Agreement with Neill Engineers Corp. in an amount not to exceed \$67,200 for engineering services as shown in the attached "Exhibit A".

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 4<sup>th</sup> day of April 2016 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-NEI-P1&2-071-15-16**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Neill Engineers Corp.**, parties to agreement **PWD-PSA-NEI-P1&2-071-15-16** (the "Agreement") executed on 10 September 2015.

2. The Agreement is amended as follows:

a. The Scope of the Agreement is modified to include design and construction management services pertaining to the 2016 Street Project.

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

The contract is amendment to increase by \$67,200. The total amount of the contract for FY 14-15 Phase 1/PG&E Restoration, the FY 15-16 Phase I Streets, the Carpenter Street Drainage and Overlay Project and the 2016 Street Project shall not exceed \$192,580. This amount shall be based upon the hourly rates as stipulated within Exhibit A of the original agreement.

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.

**CITY:**

By: \_\_\_\_\_  
Chip Rerig, CITY Administrator

Date: \_\_\_\_\_

**CONSULTANT:**

By: \_\_\_\_\_  
Sherman Low, Neill Engineers Corp.

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Ashlee Wright, CITY Clerk

Date: \_\_\_\_\_



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1109  
April 4, 2016  
Consent Calendar

<b>TO:</b>	Honorable Mayor and Members of the City Council Chip Rerig, City Administrator
<b>FROM:</b>	Sharon Friedrichsen, Director of Budget and Contracts Rob Mullane, Public Works Director
<b>SUBJECT:</b>	Award a Construction Contract to Monterey Peninsula Engineering for the 2016 Sidewalk and Concrete Pavement Repair Project in an Amount Not to Exceed \$95,160.00 and Authorize a Budget Transfer for an Amount Not to Exceed \$33,500.00

<b>AMOUNT OF EXPENDITURE</b>	\$ 128,500
<b>AMOUNT BUDGETED</b>	\$ 95,000
<b>APPROPRIATION REQUIRED</b>	\$ 33,500 before cost share 19,900 after cost share

### RECOMMENDATION

Adopt the resolution authorizing the City Administrator to execute an agreement with Monterey Peninsula Engineering for the 2016 Sidewalk and Concrete Repair Project in an amount not to exceed \$95,160.00 and authorizing a budget adjustment to transfer an amount not to exceed \$33,500.00 from capital projects' fund balance to the 2016 Sidewalk Project.

### SUMMARY

The Fiscal Year 2015-16 adopted budget includes funding of \$95,000 for sidewalk repairs and improvements. The purpose of the funding is to replace sidewalk segments in order to create a more attractive, safer and sustainable environment. As such, the City identified two areas within the commercial district that would benefit from improvements and packaged these segments as the "2016 Sidewalk and Concrete Pavement Repair" project.

The first location identified within the Project is on Ocean Avenue near Monte Verde Street and Mission Street. The work consists of replacing the sidewalk with permeable pavers, replacing the curbstone curb and gutter and the removal and reconstruction of concrete pavement. The second location is on Monte Verde Street, south of Ocean Avenue. This latter segment is an example of public-private partnership and the City is collaborating with a business owner to beautify this area near City Hall. This work also includes replacing the existing sidewalk and curb and gutter replacement.

The 2016 Sidewalk and Concrete Repair was released for bidding in accordance with Municipal Code provisions pertaining to public works projects. Two bids were publicly opened on March 24, 2016: (1) Monterey Peninsula Engineering for \$95,160 and (2) Anderson Pacific Engineering for \$126,720. The engineering estimate is \$109,550. It is therefore recommended that the City enter into an agreement with Monterey Peninsula Engineering, the lowest responsible bidder, for this project (base bid only) in the amount of \$95,160. In addition to the cost of construction (base bid), there are other costs

associated with design of plans and specifications, bid assistance, construction management and project contingency as shown in Table 1 that total approximately \$128,500.

Table 1- Project Budget and Costs

Project Costs	Amount
Construction- Bid	\$ 95,160
Construction- Contingency (20%)	\$ 19,032
Design and Construction Management (15%)	\$ 14,274
<b>Total Costs</b>	<b>\$128,466</b>
<b>Funding Sources</b>	
Sidewalk CIP Funding/ Measure D	(\$ 95,000)
Shortfall	(\$ 33,466)
Proposed Cost Share	(\$ 13,600)
Adjusted Shortfall	(\$ 19,866)

These costs include a twenty percent contingency, which is set at a higher amount due to the small base price of the project, and design and construction management at fifteen percent. Both of these items are based on a “not to exceed” amount, and any used funds will revert back to the capital projects’ fund balance to be used for other Council identified products. With these thresholds, the project shortfall is approximately \$35,500. Council has the option to reduce the amount of funding allocated to contingency and/or construction management if concerned about overall project costs.

It should be noted that the City has worked on establishing an agreement to partially offset the costs of the project. As illustrated within the Tabulation of Bids (Attachment 2), the bid for the Monte Verde Street work component totals \$38,450. However, the adjacent property owner, Dennis LeVett, has agreed to pay half the costs associated with replacing the permeable pavers (items #3 and #4 on the attachment). The amount of \$13,600 is reflected as the cost share on Table 1 referenced above.

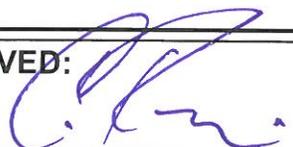
While the cost share will reduce the City’s total out of pocket expense, it is recommended that Council authorize a transfer of the total proposed project shortfall of \$33,500 while arrangements regarding the paying of the cost share are finalized. Per Municipal Code Section 3.06.030, transfers of appropriations between capital items or projects require Council approval. As the 2016 Sidewalk Project includes a large portion of concrete replacement work, it is recommended that the funding shortfall come from fund balance from the Carpenter Street Drainage and Paving project and/or the Streets projects (City advancement of PG&E related streets and/or the 2016 Streets).

**PRIOR CITY COUNCIL ACTION**

Funding for sidewalks as included in the Fiscal Year 2015-16 budget adopted on June 15, 2016 (Resolution 2015-040) and augmented on November 2, 2015 (Resolution 2015-104).

**ATTACHMENTS**

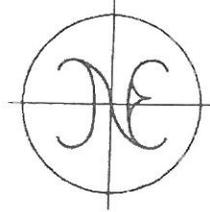
1. Engineering Recommendation Letter
2. Tabulation of Bids
3. Resolution Authorizing Agreement with MPE

<p><b>APPROVED:</b></p>  <p>_____</p> <p>Chip Rerig, City Administrator</p>	<p><b>Date:</b> _____</p>
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# NEILL ENGINEERS Corp.

SHERMAN W. LOW, R.C.E.  
GARY W. WHITE, L.S.

CLAYTON B. NEILL, JR., R.C.E.  
GILBERT M. NEILL, R.C.E.



SUBDIVISIONS, LAND PLANNING,  
WATER SUPPLY, SANITATION,  
SURVEYING, AIRPORTS  
MUNICIPALITIES

CONSULTING ENGINEERS  
MISSION and FIFTH—BOX LL  
CARMEL, CALIFORNIA 93921  
(831) 624-2110  
FAX: (831) 624-3693

March 25, 2016

Mr. Chip Rerig  
City Administrator  
City of Carmel  
PO Box CC  
Carmel, CA 93921

Re: Sidewalk & Concrete Pavement Repairs Project

Dear Mr. Rerig,

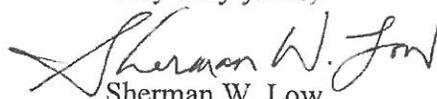
Bids were opened for the Sidewalk & Concrete Pavement Repairs - Ocean Ave., near Monte Verde St. & Mission St.; Monte Verde St., south of Ocean Ave., on Thursday, March 24, 2016. Two bids were received listed in ascending order as follows:

<u>Contractor</u>	<u>Total Schedules A &amp; B</u>	<u>Bid Additive</u>
Monterey Peninsula Engineering	\$95,160.00	\$3,500.00
Anderson Pacific Engineering	\$126,720.00	\$3,250.00
Engineer's Estimate	\$109,550.00	\$2,500.00

The bids were reviewed for mathematical accuracy and other proposal requirements. Both bid proposals were in order and considered responsive. A copy of the Tabulation of Bids is enclosed.

We recommend that the contract be awarded to the low bidder, Monterey Peninsula Engineering.

Very truly yours,

  
Sherman W. Low  
City Engineer

cc: Rob Mullane  
Sharon Friedrichsen



Owner: CITY OF CARMEL-BY-THE-SEA  
 Project: Sidewalk & Concrete Pavement Repairs -  
 Ocean Ave., near Monte Verde St. & Mission St.  
 Monte Verde St., south of Ocean Ave.

**TABULATION OF BIDS**

Engineer: NEILL ENGINEERS CORP., Carmel, CA  
 Bid Opening: Thursday, March 24, 2016

#	Description	Quantity	Unit	ENGINEER'S ESTIMATE		MONTEREY PENINSULA ENGINEERING		ANDERSON PACIFIC	
				Price	Amount	Price	Amount	Price	Amount
<b>Schedule A: Ocean Ave., near Monte Verde St. &amp; Mission St.</b>									
1	Remove & Replace PCC Pavement near Monte Verde	300	S.F.	\$35.00	\$10,500.00	\$21.00	\$6,300.00	\$35.00	\$10,500.00
2	Remove & Replace Cobblestone Curb & Gutter	60	L.F.	\$140.00	\$8,400.00	\$90.00	\$5,400.00	\$150.00	\$9,000.00
3	Conform Grind & Repave 1 1/2" thick Asphalt Concrete	720	S.F.	\$15.00	\$10,800.00	\$11.00	\$7,920.00	\$23.00	\$16,560.00
4	Remove & Replace PCC Sidewalk w/ permeable pavers	130	S.F.	\$35.00	\$4,550.00	\$60.00	\$7,800.00	\$40.00	\$5,200.00
5	Remove & Replace PCC Pavement near Mission St.	1,010	S.F.	\$35.00	\$35,350.00	\$23.00	\$23,230.00	\$35.00	\$35,350.00
6	Pave 1 1/2" AC Surface near Mission St.	1,010	S.F.	\$5.00	\$5,050.00	\$6.00	\$6,060.00	\$16.00	\$16,160.00
	<b>Sub-Total Schedule A:</b>				<b>\$74,650.00</b>		<b>\$56,710.00</b>		<b>\$92,770.00</b>
<b>Schedule B: Monte Verde St., south of Ocean Ave.</b>									
1	Construct Cobblestone Curb & Gutter	50	L.F.	\$125.00	\$6,250.00	\$120.00	\$6,000.00	\$120.00	\$6,000.00
2	Remove & Replace Cobblestone Curb & Gutter	45	L.F.	\$140.00	\$6,300.00	\$110.00	\$4,950.00	\$150.00	\$6,750.00
3	Remove & Replace PCC Sidewalk w/ permeable pavers	340	S.F.	\$40.00	\$13,600.00	\$55.00	\$18,700.00	\$40.00	\$13,600.00
4	Remove & Replace PCC Driveway Apron w/ permeable pavers	170	S.F.	\$50.00	\$8,500.00	\$50.00	\$8,500.00	\$40.00	\$6,800.00
5	Install 3" Curb Drain	1	Ea	\$250.00	\$250.00	\$300.00	\$300.00	\$800.00	\$800.00
	<b>Sub-Total Schedule B:</b>				<b>\$34,900.00</b>		<b>\$38,450.00</b>		<b>\$33,950.00</b>
<b>Bid Additive</b>									
A-1	Remove & Replace entry way w/ permeable pavers	50	S.F.	\$50.00	\$2,500.00	\$70.00	\$3,500.00	\$65.00	\$3,250.00
	<b>TOTAL SCHEDULES A &amp; B:</b>				<b>\$109,550.00</b>		<b>\$95,160.00</b>		<b>\$126,720.00</b>
						<b>LOW BID</b>			

IWO: 8383-16

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

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH  
MONTEREY PENINSULA ENGINEERING FOR THE 2016 SIDEWALK AND CONCRETE  
REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$195,160.00, APPROVE PROJECT  
CONTINGENCY OF \$19,032.00 AND AUTHORIZE A BUDGET ADJUSTMENT NOT TO  
EXCEED \$33,500.00**

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WHEREAS, the City's General Plan strives to "maintain pedestrian-oriented and attractive commercial and multi-family districts that are well integrated into the residential character of the community"; and

WHEREAS, the City also encourages efforts to address water quality protection per Municipal Code Chapter 17.43 and the use of permeable materials helps achieve this goal; and

WHEREAS, sidewalks have been identified within the 2015-2018 Capital Improvement Plan and funding included within the FY2015-16 adopted budget and Resolution 2015-104; and

WHEREAS, the notice inviting bids for the 2016 Sidewalk and Concrete Repair Project was published in the Carmel Pine Cone on March 11 and 18, 2016 and in the Monterey Herald on March 12 and 18, 2016, in accordance with Municipal Code Section 3.12.450; and

WHEREAS, the City Clerk opened two bids for this project on March 24, 2016, in accordance with Municipal Code Section 3.12.470, and Monterey Peninsula Engineering was determined to be the lowest responsible bidder with a bid of \$95,160.00; and

WHEREAS, Carmel Municipal Code Section 3.12.420 require contracts of \$25,000 or more to be approved by Council resolution; and

WHEREAS, staff recommends the City Administrator be authorized to execute change orders to address unexpected issues that may arise during construction; and

WHEREAS, the bid, when combined with a project contingency and engineering costs for design and construction management leave a potential project funding shortfall; and

WHEREAS, Carmel Municipal Code Section 3.06.030 requires transfers of appropriations in regards to capital items or projects to be approved by City Council.

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

1. Authorize the City Administrator to execute an agreement with Monterey Peninsula Engineering for the 2016 Sidewalk and Concrete Repair Project in an amount not to exceed \$95,160.
2. Authorize the City Administrator to execute change orders totaling up to twenty percent (20%) of the project bid, or an amount not to exceed \$19,032.
3. Authorize a budget adjustment to transfer an amount not to exceed \$33,500 from the Carpenter Street Drainage and Paving Project (13-76912), the Streets-PG&E Related (13-776910) and/or the Streets and Roads Project (13-76901) to the 2016 Sidewalk and Concrete Repair Project (13-76905).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4<sup>th</sup> day of April, 2016, 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 1110  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Rob Mullane, AICP, Public Works Director

**SUBJECT:** Authorization of the City Administrator to enter into a new Areas of Special Biological Significance (ASBS)-Compliance Related Tolling Agreement with the State Water Resources Control Board (State Water Board) to extend the period of the Tolling Agreement until April 18, 2018, and authorization of a budget adjustment to cover the legal costs of the agreement preparation and execution.

<b>AMOUNT OF EXPENDITURE</b>	\$ 9,000
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 9,000

### RECOMMENDATION

Adopt a Resolution authorizing the City Administrator to enter into a new Areas of Special Biological Significance (ASBS)-Compliance Related Tolling Agreement with the State Water Resources Control Board (State Water Board) to extend the period of the Tolling Agreement until April 18, 2018, and authorizing a budget adjustment to cover the legal costs of the agreement preparation and execution.

### SUMMARY

In March 2012, the State Water Board adopted the ASBS Special Protections Exception that applies to all jurisdictions that discharge into an ASBS. The Special Protections contain prescriptive water quality monitoring requirements, which are designed to eliminate all dry weather runoff into an ASBS, to ensure that wet weather flows do not alter "natural water quality" and to ensure that marine life is protected. The City, along with several neighboring jurisdictions had concerns about the feasibility of complying with the ASBS Special Protections water quality objectives, and in May 2012, in lieu of initiating litigation with the State Water Board, entered into a multi-party tolling agreement, which allowed for continuing research and efforts towards improving water quality for ASBS designated areas, while still reserving the right for future litigation, if deemed appropriate at some future date. The 2012 tolling agreement was effective April 18, 2012, and is included as Attachment 1. Other entities covered by the tolling agreement include the cities of Carmel-by-the-Sea, Monterey and Pacific Grove; the counties of Marin, Monterey and San Mateo; Stanford University; Monterey Bay Aquarium; Pebble Beach Company; California Department of Parks and Recreation and Department of Transportation; and the National Park Services.

Legal counsel for the Pebble Beach Company, one of the ASBS-affected parties to the April 2012 tolling agreement, took the lead on the drafting of the tolling agreement and negotiations with the State Water Board. Other participating jurisdictions, reimbursed the Pebble Beach Company for its legal counsel on a pro-rata basis.

The duration of the April 2012 tolling agreement was four years, and the parties to the tolling agreement desire to extend the tolling agreement for an additional two years, to allow for continued efforts at water quality improvements and further negotiations between the affected ASBS jurisdictions and the State Water Board. As such, a new tolling agreement has been prepared. The new (April 2016) tolling agreement has been reviewed and approved by the State Water Board, and it is currently being presented to each of the jurisdictions that were parties to the prior tolling agreement. This new tolling agreement is being presented for City Council consideration and action (Attachment 2).

Similar to efforts on the original tolling agreement, the legal work in preparing the new tolling agreement and in negotiations with the State Water Board has been conducted by legal counsel for the Pebble Beach Company. The City has benefitted and will continue to benefit from this work, and as such, is being asked to participate in the funding of these legal costs. The requested pro rata funding amount is up to \$9,000, and staff is recommending that the Council authorize this expenditure and also authorize a budget amendment to cover this cost. A Resolution has been prepared for these authorizations (Attachment 3).

### PRIOR CITY COUNCIL ACTION

The Council authorized the City Administrator to enter into the original tolling agreement with the State Water Board in April 2012.

### ATTACHMENTS

1. Original Tolling Agreement from April 2012
2. New Tolling Agreement from April 2016
3. Resolution No. \_\_\_\_\_

APPROVED:



Chip Rerig, City Administrator

Date: \_\_\_\_\_

## TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into by and between the California State Water Resources Control Board (“State Water Board”) and various stakeholders who are signatories to the Agreement (“Stakeholders,” or, individually, “Stakeholder”) and is effective as of April 18, 2012 (the “Effective Date”).

### RECITALS

A. On March 20, 2012, the State Water Board adopted Resolution No. 2012-0012 approving exceptions to the California Ocean Plan for selected discharges into Areas of Special Biological Significance (“ASBS”), including special protections for beneficial uses, and certifying a program environmental impact report (collectively, “State Water Board’s Actions”).

B. Stakeholders believe that the State Water Board’s Actions were taken in violation of various federal and state laws and are therefore subject to legal challenge.

C. The State Water Board’s Actions include a compliance schedule of up to six years from the effective date of the special protections for structural controls identified in certain Stakeholders’ compliance plans to become operational.

D. Various provisions under both federal and state law, including but not limited to Code of Civil Procedure section 360.5, provide that parties may extend by written agreement a limitation period, including, but not limited to the limitations periods established in Title 2 of Part 2 of the Code of Civil Procedure.

E. To preserve resources, the parties hope to address differences during the implementation of the special protections, but at the same time the Stakeholders wish to preserve their rights to file legal challenges to the State Water Board’s Actions.

NOW THEREFORE, in consideration of the foregoing recitals and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Tolling of Statutes of Limitation. All statutes of limitations and any other applicable statutory, contractual or common law time limitations or defenses that have not run as of the Effective Date of this agreement, shall be tolled for an initial term of four years from the Effective Date with respect to any action including, without limitation, the filing of any proceeding or claim, however styled, in any court of competent jurisdiction, which any Stakeholder may hereafter assert against the State Water Board challenging the State Water Board’s Actions (collectively “Claims”), including but not limited to any Claims which may arise under or have a statute of limitations derived from the Water Code, the Code of Civil Procedure, sections 1085 and 1094.5, the Public Resources Code section 21000 *et seq.*, or the Administrative Procedures Act (Government Code section 11340 *et seq.*). The parties will not argue at any point that this Agreement is ineffective as a matter of law.

2. Reservation of Other Defenses. The parties agree that the State Water Board is not waiving any other available affirmative defenses, including but not limited to the defenses of exhaustion of administrative remedies and lack of standing.

3. Termination of Agreement. This Agreement may be terminated by any party by giving 30 calendar days prior written notice, delivered via personal delivery or overnight mail to the State Water Board's Chief Counsel or the address of the appropriate Stakeholder as set forth below ("Notice of Termination"). The Notice of Termination shall specify as to which party or parties it is directed, and a copy of the Notice of Termination shall be sent to all parties for their information. The Notice of Termination will terminate this Agreement only with respect to the party or parties to which it is directed and the party or parties from which it is given. If a Stakeholder or Stakeholders direct a Notice of Termination to the State Water Board, the Agreement shall remain in full force and effect by and between the State Water Board and any remaining Stakeholders who have not provided the State Water Board with Notice of Termination, unless subsequently terminated by the State Water Board or such remaining Stakeholders pursuant to this paragraph. As applicable to each party, the Agreement will be deemed terminated as of 30 calendar days from the date of delivery of the Notice of Termination ("Termination Effective Date"). The Agreement will be deemed terminated in its entirety 30 calendar days from the date of delivery of the last Notice of Termination if all signatory Stakeholders have provided a Notice of Termination. The parties or any party will have 30 calendar days following the Termination Effective Date within which to file suit.

4. Forbearance of Claims. During the tolling period, a Stakeholder may not file a Claim against the State Water Board until either the Stakeholder's Notice of Termination period has expired, or the State Water Board has delivered a Notice of Termination on the Stakeholder.

5. Counterparts. This Agreement may be executed in counterparts, with the same force and effect as if executed in one complete document, and each signed counterpart shall be deemed an original. Faxed signatures shall be of the same force and effect as original signatures. This Agreement shall be effective as between the State Water Board, and any person or entity that has signed the Agreement as a Stakeholder.

6. No admission. The entry into this Agreement by the parties hereto shall not be construed to represent any admission by any party with respect to the subject or sufficiency of any party's claims, any defenses thereto, or the applicability of any specific statute.

7. Notices. Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth in Exhibit A hereto. Other than a Notice of Termination, all such notices shall be deemed to have been duly given and received upon overnight mailing, facsimile, electronic mail or delivery by courier or personal delivery service. If a party delivers a notice by means of facsimile transmission or electronic mail, it must also send a copy of that notice by one of the other means specified above. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

8. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in a writing signed by all the parties.

9. Written Modifications. This Agreement may only be modified by written agreement of all parties.

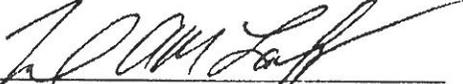
10. Authority. The undersigned represent that they have the authority to sign on behalf of, and to bind to this Agreement, the parties set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of that first date written above.

THE STATE WATER RESOURCES CONTROL BOARD:

Dated: May 16, 2012

Michael A.M. Lauffer  
Chief Counsel  
State Water Resources Control Board

  
\_\_\_\_\_  
Michael A.M. Lauffer

PEBBLE BEACH COMPANY:

Dated: May 17, 2012

Mark Stilwell  
Executive Vice President, Real Estate  
Pebble Beach Company



Mark Stilwell  
Mark Stilwell

David Stivers  
Executive Vice President and General Counsel  
Pebble Beach Company

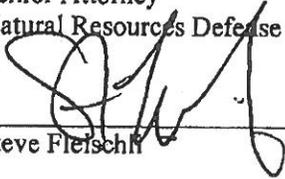


David Stivers  
David Stivers

NATURAL RESOURCES DEFENSE COUNCIL:

Dated: May 17, 2012

Steve Fleischli  
Senior Attorney  
Natural Resources Defense Council

  
\_\_\_\_\_  
Steve Fleischli

SANTA MONICA BAYKEEPER:

Dated: May 16, 2012

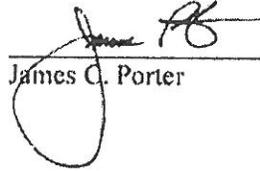
Liz Crosson  
Executive Director  
Santa Monica Baykeeper

  
\_\_\_\_\_  
Liz Crosson

COUNTY OF SAN MATEO:

Dated: May 18<sup>th</sup>, 2012

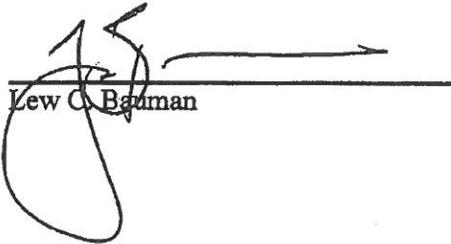
James C. Porter, P.E.  
Director  
Department of Public Works

  
\_\_\_\_\_  
James C. Porter

COUNTY OF MONTEREY:

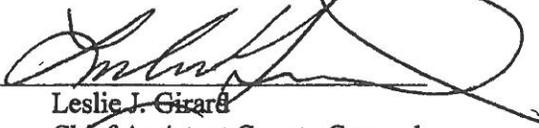
Dated: 5/18, 2012

Lew C. Bauman  
CAO  
County of Monterey

  
Lew C. Bauman

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

by   
Leslie J. Girard  
Chief Assistant County Counsel

CITY OF MONTEREY:

Dated: 5-18-12, 2012

Fred Meurer  
City Manager  
City of Monterey

*For*  
*Fred E. Meurer, Jr.*  
Fred Meurer

**APPROVED BY**  
*CDAM*  
City Attorney's Office

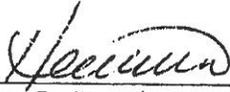
ASBS Special Protections Tolling Agreement Effective 4-18-2012

CITY OF SAN DIEGO:

Dated: May 17, 2012

Jan I. Goldsmith  
City Attorney  
City of San Diego

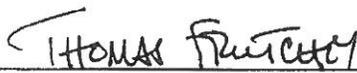
By:

  
\_\_\_\_\_  
Heather L. Stroud, Deputy City Attorney

CITY OF PACIFIC GROVE:

Dated: May 17, 2012

Thomas Frutchey  
City Manager  
City of Pacific Grove

  
\_\_\_\_\_  
Thomas Frutchey

Approved to Form:

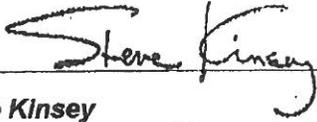
  
\_\_\_\_\_

David Laredo, City Attorney

[PARTY TO TOLLING AGREEMENT]:

Dated: 5/22, 2012

Steve Kinsey, President  
Marin County Board of Supervisors

  
\_\_\_\_\_  
**Steve Kinsey**  
**President, Board of Supervisors**

CITY OF CARMEL-BY-THE-SEA:

Dated: 5/18, 2012

Jason Stilwell  
City Administrator



JASON STILWELL

Approved to Form:



Don Freeman, City Attorney

Exhibit A  
Contact Information for Parties to Tolling Agreement

State Water Resources Control Board:

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Chief Counsel  
Office of Chief Counsel  
State Water Resources Control Board  
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Sacramento, CA 95814  
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Email: MLauffer@waterboards.ca.gov

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Executive Vice President and General Counsel  
Pebble Beach Company  
1700 17 Mile Drive  
Pebble Beach, CA 93953  
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Facsimile: (831) 625-8591  
Email: stiversd@pebblebeach.com

Mark Stilwell  
Executive Vice President, Real Estate  
Pebble Beach Company  
P.O. Box 1767  
Pebble, Beach, 93953-1767  
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Facsimile: (831) 625-8411  
Email: stilwelm@pebblebeach.com

Natural Resources Defense Council:

Steve Fleischli  
Senior Attorney  
Natural Resources Defense Council  
1152 15<sup>th</sup> Street NW, Suite 300  
Washington, D.C., 20005  
Telephone: (202) 289-6868  
Facsimile: (202) 289-1060  
Email: [sfleischli@nrdc.org](mailto:sfleischli@nrdc.org)

Santa Monica Baykeeper:

Liz Crosson  
Executive Director  
Santa Monica Baykeeper  
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Santa Monica, CA 90401  
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Facsimile: (310) 305-7985  
Email: [liz@smbaykeeper.org](mailto:liz@smbaykeeper.org)

County of San Mateo:

James C. Porter  
Director  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Telephone: (650) 363-4100  
Facsimile: (650) 361-8220  
Email: [jporter@smcgov.org](mailto:jporter@smcgov.org)

ASBS Special Protections Tolling Agreement Effective 4-18-2012

County of Monterey:

Benny J. Young, Director  
Resource Management Agency  
168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901  
Telephone: (831) 755-4879  
Facsimile: (831) 755-5877  
Email: [youngb@co.monterey.ca.us](mailto:youngb@co.monterey.ca.us)

ASBS Special Protections Tolling Agreement Effective 4-18-2012

City of Monterey:

Fred Meurer  
City Manager  
City of Monterey  
580 Pacific Street  
Monterey, CA 93940  
Telephone: (831) 646-3760  
Facsimile: (831) 646-3793  
Email: meurer@ci.monterey.ca.us

Christine Davi  
City Attorney  
City of Monterey  
Monterey, CA 93940  
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Facsimile: (831) 373-1634  
Email: davi@ci.monterey.ca.us

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Deputy City Attorney  
City of San Diego  
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City Manager  
City of Pacific Grove  
300 Forest Avenue  
Pacific Grove, CA 93950  
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Facsimile: (831) 657-9361  
Email: tfrutchey@ci.pg.ca.us  
and  
shardgrave@ci.pg.ca.us

## TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into by and between the California State Water Resources Control Board ("State Water Board") and the various stakeholders who are signatories to this Agreement ("Stakeholders," or each, individually, "Stakeholder") and is effective as of April 17, 2016 (the "Effective Date").

### RECITALS

A. On March 20, 2012, the State Water Board adopted Resolution No. 2012-0012 approving exceptions to the California Ocean Plan for selected discharges into Areas of Special Biological Significance ("ASBS"), including special protections for beneficial uses, and certifying a program environmental impact report (collectively, "State Water Board's Actions").

B. Stakeholders believe that the State Water Board's Actions were taken in violation of various federal and state laws and are therefore subject to legal challenge.

C. The State Water Board's Actions include a compliance schedule of up to six years from the effective date of the special protections for structural controls identified in certain Stakeholders' compliance plans to become operational.

D. Various provisions under both federal and state law, including but not limited to Code of Civil Procedure section 360.5, provide that parties may extend by written agreement a limitation period, including, but not limited to the limitations periods established in Title 2 of Part 2 of the Code of Civil Procedure.

E. To preserve resources, the parties hope to address differences during the implementation of the special protections, but at the same time the Stakeholders wish to preserve their rights to file legal challenges to the State Water Board's Actions.

F. A separate four-year tolling agreement, effective as of April 18, 2012 and until April 18, 2016, was signed by the parties to this Agreement and certain other stakeholders that are not parties hereto in May, 2012 ("2012 Agreement"); such 2012 Agreement is independent from this Agreement, and its tolling period is unaffected by this Agreement and the tolling period established herein. This Agreement continues tolling all limitations that had been tolled by the 2012 Agreement for all Stakeholders that were signatories to the 2012 Agreement and are also signatories hereto, such that any limitation that would have run, but for the 2012 Agreement, remains tolled by this Agreement with respect to such Stakeholders.

NOW THEREFORE, in consideration of the foregoing recitals and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Tolling of Statutes of Limitation. All statutes of limitations and any other applicable statutory, contractual or common law time limitations or defenses that have not run as of the Effective Date of this agreement, shall be tolled for a period lasting through April 18, 2018 with respect to any action including, without limitation, the filing of any proceeding or claim, however styled, in any court of competent jurisdiction, which any Stakeholder may hereafter assert against the State Water Board challenging the State Water Board's Actions (collectively

“Claims”), including but not limited to any Claims that may arise under or have a statute of limitations derived from the Water Code, the Code of Civil Procedure, sections 1085 and 1094.5, the Public Resources Code section 21000 *et seq.*, or the Administrative Procedures Act Government Code section 11340 *et seq.*). The parties will not argue at any point that this Agreement is ineffective as a matter of law.

2. Reservation of Other Defenses. The parties agree that the State Water Board is not waiving any other available affirmative defenses, including but not limited to the defenses of exhaustion of administrative remedies and lack of standing.

3. Termination of Agreement. This Agreement may be terminated by any party by giving 30 calendar days’ prior written notice, delivered via personal delivery or overnight mail to the State Water Board’s Chief Counsel or the address of the appropriate Stakeholder as set forth below (such written notice, the “Notice of Termination”). The Notice of Termination shall specify as to which party or parties it is directed, and a copy of the Notice of Termination shall be sent to all parties for their information. The Notice of Termination will terminate this Agreement only with respect to the party or parties to which it is directed and the party or parties from which it is given. If a Stakeholder or Stakeholders direct a Notice of Termination to the State Water Board, the Agreement shall remain in full force and effect by and between the State Water Board and any remaining Stakeholders who have not provided the State Water Board with Notice of Termination, unless subsequently terminated by the State Water Board or such remaining Stakeholders pursuant to this paragraph. As applicable to each party, the Agreement will be deemed terminated as of 30 calendar days from the date of delivery of the Notice of Termination (“Termination Effective Date”). The Agreement will be deemed terminated in its entirety 30 calendar days from the date of delivery of the last Notice of Termination if all signatory Stakeholders have provided a Notice of Termination. The parties or any party will have 30 calendar days following the Termination Effective Date within which to file suit.

4. Forbearance of Claims. During the tolling period, a Stakeholder may not file a Claim against the State Water Board until either the Stakeholder's Notice of Termination period has expired, or the State Water Board has delivered a Notice of Termination on the Stakeholder.

5. Counterparts. This Agreement may be executed in counterparts, with the same force and effect as if executed in one complete document, and each signed counterpart shall be deemed an original. Faxed signatures shall be of the same force and effect as original signatures. This Agreement shall be effective as between the State Water Board, and any person or entity that has signed the Agreement as a Stakeholder.

6. No admission. The entry into this Agreement by the parties hereto shall not be construed to represent any admission by any party with respect to the subject or sufficiency of any party’s claims, any defenses thereto, or the applicability of any specific statute.

7. Notices. Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth in Exhibit A hereto. Other than a Notice of Termination, all such notices shall be deemed to have been duly given and received upon overnight mailing, facsimile, electronic mail or delivery by courier or personal delivery service. If a party delivers a notice by means of facsimile transmission or electronic mail, it must also send a copy of that notice by one of the other means specified above. Parties may alter or

modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

8. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in a writing signed by all the parties.

9. Written Modifications. This Agreement may only be modified by written agreement of all parties.

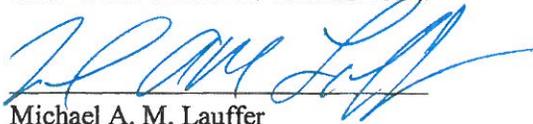
10. Authority. The undersigned represent that they have the authority to sign on behalf of, and to bind to this Agreement, the parties set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of that first date written above.

THE STATE WATER RESOURCES CONTROL BOARD:

Dated: March 11, 2016

Michael A. M. Lauffer  
Chief Counsel  
State Water Resources Control Board



Michael A. M. Lauffer

PEBBLE BEACH COMPANY:

Dated: \_\_\_\_\_, 2016

David Stivers  
Executive Vice President and General Counsel  
Pebble Beach Company

---

David Stivers

COUNTY OF MONTEREY:

Dated: \_\_\_\_\_, 2016

Lew C. Bauman  
County Administrative Officer  
County of Monterey

\_\_\_\_\_  
Lew C. Bauman

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

by: \_\_\_\_\_

Leslie J. Girard  
Chief Assistant County Counsel

CITY OF MONTEREY:

Dated: \_\_\_\_\_, 2016

Michael McCarthy  
City Manager  
City of Monterey

\_\_\_\_\_  
Michael McCarthy

Approved to Form:

\_\_\_\_\_  
Christine Davi  
City Attorney

CITY OF PACIFIC GROVE:

Dated: \_\_\_\_\_, 2016

Ben Harvey  
Interim City Manager  
City of Pacific Grove

\_\_\_\_\_  
Ben Harvey

Approved to Form:

\_\_\_\_\_  
David Laredo  
City Attorney

COUNTY OF MARIN

Dated: \_\_\_\_\_, 2016

Steve Kinsey, President  
Marin County Board of Supervisors

\_\_\_\_\_  
Steve Kinsey

Approved to Form:

\_\_\_\_\_  
Ed Kiernan  
Insert Title County Counsel

CITY OF CARMEL-BY-THE-SEA:

Dated: \_\_\_\_\_, 2016

Michael Calhoun  
Interim City Administrator

\_\_\_\_\_  
Michael Calhoun

Approved to Form:

\_\_\_\_\_  
Donald G. Freeman, City Attorney

COUNTY OF SAN MATEO

Dated: \_\_\_\_\_, 2016

James C. Porter, P.E.  
Director  
Department of Public Works

---

James C. Porter

**Exhibit A**

**Contact Information for Parties to Tolling Agreement**

State Water Resources Control Board:

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Office of Chief Counsel  
State Water Resources Control Board  
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Executive Vice President and CAO  
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City Attorney  
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Email: davi@monterey.org

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Interim City Manager  
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Pacific Grove, CA 93950  
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City of Carmel-by-the-Sea:

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Interim City Administrator  
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Donald G. Freeman  
City Attorney  
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Email: cityatty@ix.netcom.com

County of San Mateo:

James C. Porter  
Director, Department of Public Works  
County of San Mateo  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 363-4100  
Facsimile: (650) 361-2880  
Email: jporter@smcgov.org

## RESOLUTION 2016-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TOLLING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD REGARDING COMPLIANCE WITH THE CITY'S ASBS SPECIAL PROTECTIONS REQUIREMENTS AND A BUDGET ADJUSTMENT TO COVER THE COSTS OF THE PREPARING THE AGREEMENT**

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WHEREAS, The City of Carmel-by-the-Sea is a unique coastal community that prides itself in its environmental resources; and

WHEREAS, the California Ocean Plan prohibits the discharge of both point and nonpoint source waste into Areas of Special Biological Significance (ASBS), unless the State Water Resources Control Board (SWRCB) grants an exception.

WHEREAS, the State Water Resources Control Board (State Water Board) adopted the ASBS Special Protections on March 20, 2012, containing monitoring requirements with which the City of Carmel is required to comply with commencing in the winter of 2012; and

WHEREAS, the City was a party to a multi-jurisdictional tolling agreement with the State Water Board that provided for a four-year period to evaluate the feasibility of meeting the ASBS Special Protections requirements as set forth by the State Water Board, with this April 2012 tolling agreement effective for a four-year period commencing on April 18, 2012; and

WHEREAS, the City has participated in the development of a Regional Monitoring Program designed to efficiently and economically comply with the Special Protections requirements; and

WHEREAS, while the City continues to take steps to improve storm water quality and comply with ASBS Special Protections requirements, additional time is needed to determine the effectiveness and feasibility of water quality improvement measures; and

WHEREAS, a new tolling agreement has been developed by legal counsel for the Pebble Beach Company, one of the other signatories to the April 2012 tolling agreement, with this new agreement extending the tolling agreement to April 2018; and

WHEREAS, a duly-authorized representative of the State Water Board has reviewed and approved the new tolling agreement.

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

1. Authorize the City Administrator to sign a new tolling agreement extending the tolling period to April 2018; and

2. Amend the FY 2015/16 budget to increase Expenditure Account #76055 (Storm Water) by \$9,000 and increase Revenue Account #01-31801 (Secured Property Taxes) by \$9,000.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4<sup>th</sup> day of April 2016 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 1111  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Janet Bombard, Library and Community Activities Director

**SUBJECT:** Receive report regarding a request from the Forest Theater user groups to purchase an ADA accessible golf cart to provide managed parking services at the Forest Theater.

<b>AMOUNT OF EXPENDITURE</b>	\$ N/A
<b>AMOUNT BUDGETED</b>	\$ N/A
<b>APPROPRIATION REQUIRED</b>	\$ N/A

### RECOMMENDATION

Receive the report regarding a request from the Forest Theater user groups to purchase an ADA accessible golf cart to provide managed parking services at the Forest Theater.

### SUMMARY

Prior to its closure, the Forest Theater was not in compliance with the Americans With Disabilities Act (ADA) requirements regarding accessible parking, a condition that was pointed out during the red tag phase, and which the City had to rectify in order to reopen the venue.

Forest Theater architect Chris Wasney incorporated one accessible parking stall into the redesign of the theater, thereby meeting the minimum requirements of the California building code. The venue, however, has seven accessible seats, potentially necessitating the need for more than one accessible parking stall during a performance. A further complication is that the wheelchair accessible path of travel to Forest Theater patron seating begins midway up the hill, while the only accessible parking stall is at the bottom of the hill, leaving no way for a wheelchair to travel from the accessible parking stall to the accessible path of travel.

Based on the above mentioned issues, City Building Official Joe Headley determined that it would be necessary to require any Forest Theater user groups to devise a managed parking plan to accommodate the parking needs of the total potential number of disabled theater goers, and provide a mechanism whereby those theater goers could safely be shuttled to the wheelchair path of travel.

The City has determined that it will be the responsibility of Forest Theater tenants to define and implement their individual managed parking plans, a practice which is standard procedure for theater rental agreements. Proposed managed parking plans will be submitted to City Staff for review and approval before tenancies of the venue begin.

To assist tenants with their accessible parking plans, the City hired ADA consultant Tim Gilbert to provide examples of how such a plan might be implemented (see Attachment 1, Carmel-by-the-Sea Forest Theater Managed Parking Plan Proposal). The 2016 season user groups - the Forest Theater Guild, Pacific Repertory Theater, and the 2016 Centennial Committee - are not required to implement a plan from the Managed Parking Plan Proposal, although the plans are arguably the simplest solutions.

City staff met in February with the 2016 Forest Theater tenants to review the Managed Parking Plan proposal. After reviewing the proposal, the tenants asked staff to request on their behalf that the City Council purchase the type of wheelchair accessible golf cart specified under Option 3 in the proposal.

The Community Activities and Cultural Commission considered the request at its March 8, 2016 meeting. At the meeting City staff member Andrew Vanderford pointed out that the purchase of an accessible golf cart did not relieve Forest Theater tenants from having to provide valet parking service for disabled theater goers. Based on that information, the Forest Theater Guild and Pacific Repertory Theater agreed that it would be simpler and less expensive to utilize a valet parking service to perform all the necessary accessible parking services at the theater, and during public comment spoke against the request to purchase the golf cart.

The Community Activities and Cultural Commission voted to make a recommendation to the City Council that it not purchase an accessible golf cart.

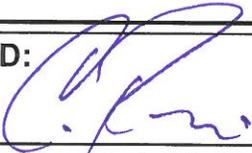
#### PRIOR CITY COUNCIL ACTION

None.

#### ATTACHMENTS

1. Carmel-by-the-Sea Forest Theater Managed Parking Plan Proposal

APPROVED:



Chip Rerig, City Administrator

Date:

3.30.16

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**Carmel-by-the-Sea**

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# **Forest Theater**

**MANAGED PARKING PLAN PROPOSAL**

January 2016

## **Introduction**

Founded in 1910, the Forest Theater, in Carmel-by-the-Sea, California, was one of the earliest outdoor amphitheatres west of the Rockies. The Forest Theater has provided residents and visitors to Carmel-by-the-Sea with theater productions from Shakespeare to children's theater.

In 2010, the community celebrated the centennial celebration of the historic site. Currently, the City has undertaken a significant renovation of the aging facility. Pacific Repertory Theatre, the Forest Theater Guild, and PacRep's education "SoDA" (School of Dramatic Arts) program continue to bring theatre instruction and the joy of live performance to the beautiful Forest Theater. In 1999, the user-groups joined together to form the Forest Theater Foundation, dedicated "to the preservation and enhancement of the Forest Theater and its historic programs". The Forest Theater Foundation's aim is to continue the rich history of the theater, inspiring those who create the magic at the unique "open-air playhouse", while maintaining the Forest Theater as a treasure for residents and visitors alike. Longtime Carmel advocate and former mayor Perry Newberry perhaps said it best: "There is no other thing here – save only Carmel's beauty – more important to preserve and protect than the Forest Theater."

## **Parking and Path of Travel**

The topography of the site including the undulating parking lot, combined with the forested site makes an accessible, direct pedestrian connection between parking and the theater facilities infeasible. This report addresses the issue of getting people with mobility impairment safely between their vehicles and the theater box office and seating.

The existing parking lot is 12 to 20 feet below the entrance to the indoor theater with connecting slopes exceeding 10%.

The plan developed as part of the theater renovation project includes an accessible parking space in the vicinity of the box office and theater entrances at the upper portion of the site. With less than 25 parking spaces in the lower parking lot, one accessible van space fulfills the requirement for accessible parking based on the ADA Standards and the California Building Codes, Chapter 11B. This single van parking space and access aisle satisfies the regulatory responsibility of the City to provide accessible parking on the site. For many of the events held at the Forest Theater, it can be expected that more than one patron with a disability and their vehicle will have need to park. With only one space provided, it is appropriate to explore alternative methods of providing access to patrons with disabilities who are attending the events in private vehicles.

It was determined by the City that the site including the steep topography and mature trees are historically significant. The renovation plan has been designed accordingly to address the preservation of the historic fabric of the site while achieving accessibility to the greatest extent feasible.

Options for providing accessibility for patrons with disabilities are described below:

### **Option 1: Maintain Current Design Solution**

Maintain the currently designed and approved single van accessible parking space with an access aisle in the vicinity of the box office and theater entrance.

#### **Option 1 Evaluation:**

This is the least cost solution that provides a single accessible space with no passenger loading zone or ability to provide an accessible path of travel between the lower parking area and the theater facilities. Therefore Option 1 is the only allowable "managed parking plan" for when "indoor school" is in use. When the main theater stage along with patron occupancy within the main theater bowl events occur then Option 2 shall be used.

### **Option 2: Maintain Current Design Solution with Programmatic Adjustment**

Maintain the currently designed and approved single van accessible parking space with an access aisle in the vicinity of the box office and theater entrance. Temporarily reassign this space for use as a passenger loading zone during events. This option includes the programmatic accommodation of a valet parking service.

#### **Option 2 Evaluation:**

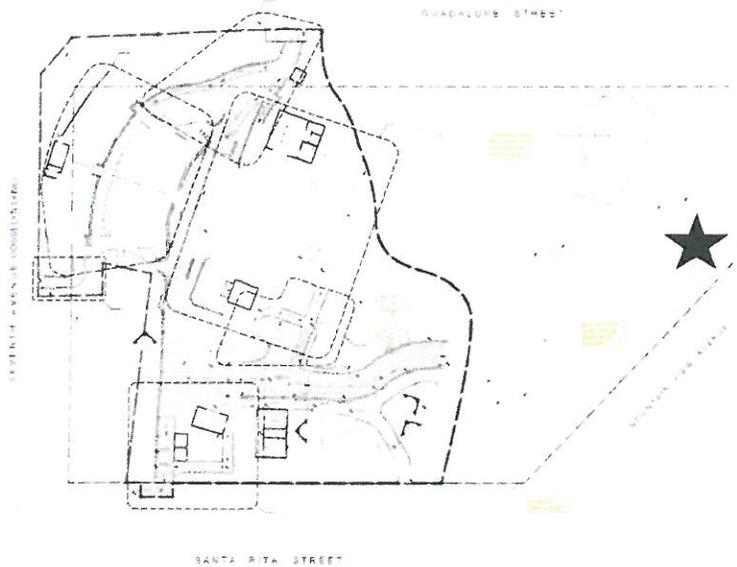
Accommodates patrons with mobility impairment by providing a passenger loading zone during main stage and main theater bowl events combined with valet parking.

### **Option 3: Golf Cart Shuttle Service (or in combination with Option 2)**

Facilities that face similar challenges of transporting people between locations across hilly terrain have often used carts operated by staff or trained volunteers, that are capable of transporting people and their mobility devices such as walkers, wheelchairs and scooters. An example of a successful cart solution can be seen at the University of California, Berkeley.

A fairly level area in the lower parking lot has been identified as a potential location for a passenger loading zone or an additional accessible parking space (see site plan below).

This area would be served by a wheelchair accessible gasoline or electric powered cart to shuttle patrons up the steep path of travel to the theater facilities for events where the main stage and the main seating bowl are in use. By using the lower area as a passenger loading zone, the theater could accommodate more arrivals from individuals with disabilities and maintain usability of the upper parking space. Using the upper space as the loading zone would temporarily negate its use as an accessible parking space and necessitate the additional accessible parking space down below - still requiring a golf cart to ferry patrons up the steep drive.



Potential location for a passenger loading zone or additional accessible parking space



The "Loop" service at the University of California Berkeley. A wheelchair accessible cart is also available upon request



Example of a vehicle capable of transporting patrons and wheelchairs

### **Diversified Golf Cars General Specifications**

Length: 168 in (4.27 m)  
Width: 50.5 in (1.28 m)  
Height: 72 in (1.83 m)  
Deck Height: 12.2 in (31 cm)  
Wheelbase: 131 in (3.33 m)  
Clearance: 4.3 in (10.92 cm)  
Weight: 1025 lb (gas) / 1365 lb (electric)

### **Wheelchair Loading Components**

Ramp Dimensions: 52 in x 36.5 in  
Wheelchair Area: 44 in x 45 in x 55.5 in  
Max Forward Speed: 15 mph  
Max Reverse Speed: 10mph  
Turning Radius: 110.2 inches  
Capacity: four seated passengers (expandable to 6) and one passenger in a wheelchair

### **Option 3 Evaluation:**

Provides an opportunity for multiple patrons to arrive at the theater facilities.  
Requires an accessible passenger loading zone in addition to the proposed parking space. In order to be effective, this options requires that the golf cart shuttle service drivers/attendants be trained in accommodating the needs of people with disabilities including accessing the golf cart.

### **Golf Cart Service Evaluation**

Independence of Patron: Provides independent arrival and departure  
Cost to City/Theater: Must purchase and maintain a wheelchair accessible vehicle.  
Logistics/Management: Must engage and train paid staff or volunteers and ensure coverage at all events. The golf cart owner/operator must

perform and record golf cart safety checks on a regular basis.

## **Sample Valet Parking Safety Program**

(This is a *sample for consideration only* and does not constitute a requirement for valet or golf cart service)

Recognizing that the safety of the employees, vendors, the public, guests and their property are the mission of the Valet Parking Program, all vehicles must be operated in a safe manner and in compliance with all pertinent state and federal laws.

### **Driver Qualification**

All valet parking staff must meet all of the criteria described below. Only approved drivers are permitted to operate guests' vehicles.

- Approved drivers must:
- Be at a minimum, 21 years of age.
- Have a valid state driver's license.
- Not have more than one at fault accident of any type in the last three years.
- Have no more than one moving violation in the last three years.
- Pass a background check and drug test.
- Supply past employer references on hire.
- Demonstrate good driving skills during a road test, including the ability to drive a stick shift proficiently and to parallel park.
- Pass the company driver written and road test.

### **Motor Vehicle Reports**

The City and its parking services vendor reserve the right to request motor vehicle reports (MVRs) on any employment applicants as well as current employees or contractors with driving responsibilities. MVRs will also be obtained annually for all City or company staff with driving responsibilities.

### **Drivers License**

Drivers are required to carry their current driver's license when driving vehicles. Employees must immediately notify the location manager of any changes in the status of their license, including any at-fault accidents or moving violations.

### **Driving Test**

The City and its parking services vendor reserve the right to conduct both a driving written and road test of any prospective or employed driver at any time.

### **Revocation of Driving Responsibility**

Employees who are observed demonstrating carelessness or wanton disregard for safe operation of a motor vehicle, or receive citations for moving violations and DUI infractions, or are involved in chargeable accidents, may be excluded from driving responsibilities and may face suspension and/or termination from employment.

### **Driver Education and Training**

An employee orientation training program will be held for all valet parking employees and will include all rules and procedures.

The vendor of parking services will provide all drivers with a vehicle safety training program that includes an on road competency evaluation.

Refresher training will be provided every three years along with a formal competency evaluation

### **Personal Use of Company Vehicles**

Personal use of guests' or company vehicles is strictly prohibited without prior consent of the manager. Guests' vehicles must NOT leave the property for any reason, when in the valet service's care.

### **When parking the customer's vehicle:**

- Remind guests to remove valuables from the vehicle.
- Only enter the vehicle after all guests have exited.
- Immediately document the condition of the vehicle on the parking ticket.
- Point out any obvious damage to the valet manager who will have the customer acknowledge the damage and initial the card.
- Drive slowly past the parking lot cameras to obtain a visual record of the vehicles condition. When no cameras exist, take pictures of damages with a digital camera before leaving the drop off area.
- Once inside the vehicle ensure everyone has exited and all doors are closed.
- Clean windows if necessary for safe vehicle operation.
- Adjust the seat and mirrors only when necessary for your safe operation of the vehicle.
- Drive slow - under 5 MPH
- Obey all traffic laws.
- Yield the right of way to all guests and other vehicles.
- Wear seat belts whenever the car is in motion.
- Check right and left blind spots before proceeding.
- Honk when entering blind intersections.
- Only back up when necessary. Most damage occurs while backing up.
- Do not operate the radio, air conditioning, and other controls.
- If you are not familiar with the operation of the vehicle (hybrid, keyless ignition, etc.) ask the manager.
- No consumption of alcohol within 8 hours of reporting to work or during your shift.
- Never use your cell phone while driving and only away from guests.
- Always lock every car while parked.
- Immediately return all keys to the key board.
- Never leave keys or the key board unattended.

**Altered Vehicles:**

Occasionally an altered vehicle will need to be parked. Most the time this is a vehicle adapted for a person with mobility impairment. The accelerator may be on the left or have a hand control. There may be a hand lever for the brake. If one arrives, alert the location manager. He or she must be trained to park the vehicle.

**Retrieving the vehicle:**

- Leave a "Safety Zone" on both sides of the vehicle when you park it to prevent damage. Leave enough room so vehicles on both sides can easily get out and doors will open without touching the adjacent car.
- Do not move a vehicle with the doors open, even to just pull it up.
- When pulling a car forward or when a guest has stopped to be parked, be sure the vehicle is in park instead of drive or reverse. This is a potentially dangerous situation. Just being aware of this will prevent a car from backing or lunging forward with no driver.

**Incident Reporting:**

- If an incident (loss, damage, or injury) occurs report it immediately to the location manager.
- Immediately report any suspicious activity to the manager.
- Fill out the damage claim form and document the vehicle condition as shown on the parking ticket.
- All incidents will be investigated for preventability and fault.
- Take pictures of the alleged damage.
- Get the names and contact information of any witnesses.
- Note the parking time so that security can match it to the camera record.
- Be courteous but do not admit fault to the customer.



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1112  
April 4, 2016  
Consent Calendar

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Janet Bombard, Library and Community Activities Director

**SUBJECT:** Consideration of a resolution to authorizing the City Administrator to purchase light and sound towers and trusses for the outdoor Forest Theater at a cost not to exceed \$20,000 and authorizing the installation of light and sound towers and trusses at the outdoor Forest Theater.

<b>AMOUNT OF EXPENDITURE</b>	\$ Up to \$20,000
<b>AMOUNT BUDGETED</b>	\$ N/A
<b>APPROPRIATION REQUIRED</b>	\$ No appropriation is required as there are adequate funds in the existing Forest Theater construction budget to cover the expense.

### RECOMMENDATION

Approve a resolution authorizing the purchase authorizing the City Administrator to purchase light and sound towers and trusses for the outdoor Forest Theater at a cost not to exceed \$20,000 and authorizing the installation of light and sound towers and trusses at the outdoor Forest Theater.

### SUMMARY

During a structural evaluation of the outdoor Forest Theater after its closure, the old lighting and sound rigging points on top of the two scene dock buildings (an area in a theater with access to the stage and loading doors, where scenery is temporarily stored) were found to be structurally unsound. There were also concerns about the roofs of the two scene dock buildings, onto which stage personnel climbed in order to access the lighting and sound rigging points. Cody Anderson Wasney (CAW), the architectural firm hired by the City, determined that the scene dock roof tops themselves were structurally unsound as well, and could not accommodate the weight of either people or equipment without potentially collapsing. As a result, the sound and lighting rigging points were abandoned and will not be replaced.

CAW indicated that the solution to replacing the rigging points would be to place sound and light towers, with a bridge, or truss, between them (called a sound and light truss kit) on the stage. CAW also determined that sound and light truss kits are typically brought in by tenants who use theaters; therefore, they were not purchased or installed as part of the Forest Theater triage phase.

The Forest Theater user groups – Pacific Repertory Theater and Forest Theater Guild - are requesting that the City purchase and install two new light and sound towers, one on either side of the stage, with a truss between them, plus an additional truss that will connect the two light/sound towers already in place at the theater. The cost is expected to be \$20,000.

The City thus far has been quite responsive to changes requested by the user groups that were not in the original triage plans, including:

- Dressing room layout and electrical revisions
- Blind door through proscenium wall
- Stair from east path down to forest
- Ramp and stairs from wood deck down to forest
- Driveway revisions to accommodate a 30' truck
- Lower retaining wall height near parking stall
- Leaving out a portion of the stone wall (located just north of the concession building) to facilitate improved vehicle access into the west forest so that user groups could park vehicles on the dirt slope. This gap in the wall was increased to 30' within the final driveway revisions to accommodate the 30' truck.
- Minor revisions to layout of the indoor stage and accessible seating.
- Adding conduit and routing of sound/theatrical lighting cables and wires (in progress)

The Community Activities and Cultural Commission considered the user groups' request at its March 8, 2016 meeting. Representatives from the user groups and members of the audience presented the following arguments for the City's purchasing and installing the equipment:

- Portable lighting stanchions are typically smaller than the stanchions that were removed.
- It would be too cumbersome and expensive for user groups to bring in their own equipment.
- It should be the City's responsibility to replace what was already there.

The Community Activities and Cultural Commission agreed that the City should replace the equipment and approved the following motion: "Recommend to the City Council that the City supplies the towers and trusses for the Forest Theater, at a cost not to exceed \$20,000, and that they remain there for all groups to use".

Per Public Works Director Rob Mullane, there are adequate funds in the existing budget for Forest Theater construction to cover the expense of the light and sound towers and trusses.

**PRIOR CITY COUNCIL ACTION**

None.

**ATTACHMENTS**

1. Resolution

<b>APPROVED:</b> 	<b>Date:</b> _____
_____ Chip Rerig, City Administrator	

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

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE PURCHASE AND INSTALLATION OF LIGHT AND SOUND TOWERS  
AND TRUSSES AT THE OUTDOOR FOREST THEATER**

---

WHEREAS, due to structural concerns the outdoor Forest Theater sound and lighting rigging points were abandoned and not replaced; and

WHEREAS, Forest Theater architects Cody Anderson Wasney indicated that the solution to replacing the rigging points would be to place sound and light towers, with a truss between them, on the stage;

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

Authorize the purchase and installation of light and sound towers and trusses at the outdoor Forest Theater at a cost not to exceed \$20,000.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4th day of April, 2016, 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 1113  
April 4, 2016  
Orders

<b>TO:</b>	Honorable Mayor and Members of the City Council Chip Rerig, City Administrator
<b>FROM:</b>	Janet Bombard, Library and Community Activities Director
<b>SUBJECT:</b>	Consideration of proposed amendments to the Draft Forest Theater Use Agreement

<b>AMOUNT OF EXPENDITURE</b>	\$ N/A
<b>AMOUNT BUDGETED</b>	\$ N/A
<b>APPROPRIATION REQUIRED</b>	\$ N/A

### RECOMMENDATION

1. Consider the proposed changes to the draft Forest Theater Use Agreement and provide staff with direction.
2. Ratify the Forest Theater Use Agreement as amended by Council direction.

### SUMMARY

Since 2005, two Forest Theater user groups - Forest Theater Guild and Pacific Repertory Theater – have operated under five-year license agreements to use the Outdoor Forest Theater. The most recent license agreements were issued in 2011. At that time, Pacific Repertory Theater was also issued a five-year license agreement for use of the Indoor Theater.

Those contracts have expired, and with the impending reopening of the Forest Theater, staff was directed to write an updated use agreement (the last agreement was written in 2005).

The updated Forest Theater User License agreement was reviewed by the City Attorney and CSAC, the joint powers authority that provides risk management services to the City. Recommended changes were incorporated into the document.

The Community Activities and Cultural Commission reviewed the draft use agreement at its March 8, 2016 regular meeting and at a subsequent special meeting on March 17, 2016. The Forest Theater Guild and Pacific Repertory Theater, represented by Pacific Repertory Theater Executive Director Stephen Moorer, spoke to the draft agreement and submitted a list of proposed changes. The commission considered the requested changes, and after discussion approved the following recommendation to the City Council: “Forward the Forest Theater Use Agreement with the following proposed changes to the City Council for consideration” (proposed changes in red).

- Page 2, Number 4, Termination of License Prior to Expiration of Current Term: USER may terminate the license at any time during the agreement term by giving ~~fifteen (15)~~ **120** days written notice to the City Administrator stating the effective date of termination. CITY reserves the right to terminate the license prior to expiration of the term, with respect to all or any portion of the License Area, upon ~~fifteen (15)~~ **120** days prior written notice to USER in the event CITY requires use of the License Area for any public purpose.

Staff notes that 120 days is four months, which exceeds the amount of time the Forest Theater Guild is allocated for its tenancy at the Outdoor Theater, and equals the amount of time allocated to Pac Rep, thereby nullifying the City's ability to terminate the license prior to expiration of the current term. If Council is not comfortable with the item as originally written, consideration might be given to 30 days written notice.

- Page 2, Number 4, Line 10: CITY may also terminate the license in the event of any default by USER in the performance of its obligations under this Agreement if such default is not cured within ~~ten (10)~~ **thirty (30)** days after written notice thereof delivered to USER, or such other period of time as may be specified in the notice.
- Page 3, Number 8, Outdoor Theater Hours of Operation: No work, including rehearsals, performances and construction will begin before 9:00 a.m. With the exception of rehearsals all work, including construction of sets, shall end by 5:30 p.m. ~~All amplification of sound shall be turned off no later than 10:00 p.m. All rehearsals, performances, and after parties shall end no later than 10:00 p.m., and the premises vacated by 10:30 p.m.~~ **During rehearsals, all amplification of sound shall be turned off no later than 10:00 p.m. All rehearsals, performances, and after parties shall end no later than 10:30 p.m., and the premises vacated by 11:00 p.m., non-inclusive of valet or pick-up/drop-off services.**
- Page 14, Outdoor Forest Theater Use Agreement, Schedule "C", Occupancy: Theater occupancy will be limited to ~~540~~ **572** persons; in addition, the number of tickets printed shall not exceed ~~540~~ **572** per event.

Staff notes that this section came from the previous license agreement, which restricted the occupancy and number of tickets to fewer than the number of seats in the venue. Staff recommends having the Fire Marshall determine the occupancy levels.

- Page 15, Housekeeping Responsibilities, Bullet point 8: User shall repair, within ~~five (5)~~ **fifteen15** days, any and all damage to the facilities and grounds or any other property, which was a result of User's activities as encompassed by this permit, at organization's expense. City will be the sole judge of the extent of damage.
- With regard to reserved parking spaces set aside for accessible parking, the person responsible for the parking plan may release these spaces, if the parking spaces are not used.

## PRIOR CITY COUNCIL ACTION

Unknown.

**ATTACHMENTS**

- 1. Draft Forest Theater Use Agreement
- 2. Previous Forest Theater Use Agreement

<b>APPROVED:</b> 	<b>Date:</b> _____
_____ Chip Rerig, City Administrator	

**FOREST THEATER USE AGREEMENT**

**THIS LICENSE AGREEMENT**, dated \_\_\_\_\_, 2016, between THE CITY OF CARMEL-BY-THE-SEA, a municipal corporation (hereinafter "CITY") and \_\_\_\_\_ is made with reference to the following facts:

- A. CITY is the owner of the real property with improvements commonly known as the Forest Theater located at Santa Rita Street and Mountain View Avenue, legally described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. \_\_\_\_\_ (hereinafter "USER") desires to rent the space within the CITY of Carmel-by-the Sea commonly known as the Outdoor Forest Theater during the following dates only: \_\_\_\_\_. Said season will begin \_\_\_\_ and end \_\_\_\_\_. The CITY is willing to grant a revocable license to USER to use and occupy the Outdoor Theater of the License Area during the above stated dates for the purposes authorized by this Agreement, subject to all of the terms and conditions hereinafter set forth.

**NOW, THEREFORE, it is agreed as follows:**

1. **Grant of License.** CITY hereby grants to USER a revocable license to use and occupy the Outdoor Theater portion of the Forest Theater for the purpose of providing public, educational, cultural, entertainment and community events. CITY agrees to use the Outdoor Forest Theater for the following purposes and to limit its use to such purposes: providing public, educational, cultural, entertainment and community events with all of the applicable conditions and requirements set forth in this use agreement.
2. **License Area.** The area to be occupied by USER (hereinafter "License Area") shall be the Outdoor Forest Theater located at Santa Rita Street and Mountain View Avenue, Carmel-by-the-Sea, California (Exhibit A).
3. **Condition of License Area.** Use of the License Area is being granted to USER in its present condition and CITY shall have no obligation to make any alterations or improvements to the License Area to accommodate USER's use. USER acknowledges that CITY has made no representations or warranties concerning the condition of the License Area or its suitability for USER's intended use. It shall be the responsibility of USER to conduct such inspections of the License Area as it deems necessary to satisfy itself that the License Area can be used for the purposes intended by USER. The inspection will be performed prior to the agreed upon move-in date, with CITY staff in attendance and concurrent with a CITY staff checklist and video inspection of the facility, the purpose of which will be to ascertain and document the condition of the facility prior to USER moving in. USER shall provide a detailed list of work that is planned to be performed during the site inspection, including what building materials are proposed to be used, for staff to review. The facility will also be subject to a CITY staff inspection upon the USER moving out the purpose of which will be to identify modifications, damages, potential hazmat disturbances, etc. that may have occurred and to assess the general cleanliness of the facility.
4. **Termination of License Prior to Expiration of Current Term.** USER may terminate the license at any time during the agreement term by giving fifteen (15) day written notice to the City Administrator stating the effective date of termination. CITY reserves the right to terminate the license prior to expiration of the term, with respect to all or any portion of the License Area, upon fifteen (15) days prior written notice to USER in the event CITY requires use of the License Area for any public purpose. Should the CITY determine that the operation of the Outdoor Theater is causing damage to the Licensed Area or creates a traffic or health or safety hazard, the CITY may immediately terminate the license agreement. CITY may also terminate the license in the event of any default by USER in the performance of its obligations under this Agreement if such default is not cured

within ten (10) days after written notice thereof delivered to USER, or such other period of time as may be specified in the notice.

5. **Permitted Uses.** The License Area shall be used and occupied by USER solely for the following purposes, and limited to such purposes: providing public, educational, cultural, entertainment and community events.
6. **Submittal of Performance/Rehearsal/Technical Work Schedules.** USER will submit schedules of all Outdoor Theater performance, rehearsal and technical days with start and finish times to the Community Activities department fourteen days in advance of the scheduled move-in date. Any and all revisions of said schedules must be submitted to the Community Activities Department at least seven days before said revision will take place.
7. **Move-in / Move-out.** USER shall not begin moving equipment, furnishings, other property or personnel onto the Premises prior to the move-in date and time. Any equipment, furnishings, or other property belonging to USER remaining upon the Premises after the move-out date shall be deemed abandoned and may be disposed of by CITY, at such time and in such manner as CITY may determine at its sole discretion. USER agrees to pay to CITY upon demand any and all costs of removal and disposal of abandoned property. USER acknowledges that CITY shall have no liability whatsoever for any loss of or damage to Renter's equipment, materials or other property which may arise as a result of such disposal.
8. **Outdoor Theater Hours of Operation (Restrictions and Limitations).** No work, including rehearsals, performances and construction will begin before 9:00 a.m. With the exception of rehearsals all work, including construction of sets, shall end by 5:30 p.m. All amplification of sound shall be turned off no later than 10:00 p.m. All rehearsals, performances, and after-parties shall end no later than **10:00 p.m.**, and the premises vacated by **10:30 p.m.**
9. **Rental Rates.** USER agrees to rent the Theater and to pay all charges as set forth in Exhibit "B" entitled "Rental Rates and Charges"; attached hereto and incorporated herein by this reference.
10. **Forest Theater Rules and Regulations; Housekeeping Responsibilities.** USER agrees to comply with all Forest Theater Rules and Regulations and Housekeeping Responsibilities as set forth in Exhibit "C"; attached hereto and incorporated herein by this reference.
11. **Building Use Regulations.** USER shall not in any way make alterations or improvements to the Forest Theater without the prior written consent and oversight of CITY. To ensure compliance with the limitation hereby imposed on the USER, CITY reserves the right to place restrictions upon, or prohibit, the installation by USER of any signs, floor coverings or fixtures; or the affixation by USER of any nails, spikes, lighting, posters, signs, or adhesive - backed items such as stickers, tape, etc. to any part of the Outdoor Forest Theater. Additionally, USER agrees to comply with all Forest Theater Rules, Regulations and Responsibilities as set forth in Exhibit "D"; attached hereto and incorporated herein by this reference.
12. **Hazardous Building Materials.** In case of disturbance of hazardous materials USER shall notify the CITY immediately. USER shall be responsible for cleanup of hazardous material pursuant to EPA standard protocols. USER shall be responsible for any damages / costs incurred as a result of potential exposure to hazardous materials of occupants / workers.
13. **Compliance with Legal Requirements.** USER shall strictly comply with all applicable federal, state and local laws, including hazardous building materials awareness. Further, USER shall strictly comply with all applicable CITY laws, ordinances and regulations. USER agrees to comply with all Forest Theater Rules and Regulations / Housekeeping Responsibilities as set forth in Exhibit C attached hereto and incorporated herein by reference. USER shall have any and all agents,

volunteers and employees sign and return to USER a copy of the Forest Theater Rules and Regulations/Housekeeping Responsibilities prior to use of the facility. USER shall also notify all agents, volunteers and employees that they are to comply with all laws, ordinances, and regulations adopted or established by federal, state, CITY or local government agencies.

14. **Indemnity.** USER agrees to indemnify, defend, and hold CITY, and its officers, officials, boards, commissions, employees, and agents, harmless from and against any and all claims, demands, causes of action, liabilities, costs or expenses, including attorney's fees, occasioned by or in any way connected with the condition, use or misuse of the License Area or occasioned by any negligent act or omission of USER or its, agents, volunteers and employees or arising from any breach of this License Agreement by USER or any of its sub-USERS, agents, volunteers and employees. The indemnity obligations of USER set forth herein shall survive and continue beyond the term of this License Agreement.
15. **Liability of USER:** USER shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the Outdoor Forest Theater as a result of the use and/or occupancy thereof by USER.
16. **Retention of Deposit:** Any failure by USER to use and/or occupy the Outdoor Forest Theater in the manner herein provided shall not entitle USER to a return of the deposit.
17. **Security:** USER shall provide at USER's expense adequate and appropriate supervision and security as to insure the safety and security of the public, personnel and Outdoor Forest Theater during occupancy.
18. **Inspection:** CITY reserves the right to enter any and all parts of the Forest Theater at times for the purpose of examining same to ensure compliance by USER with the terms of this Agreement
19. **Liability Insurance.** During the term of this License Agreement, USER shall procure and maintain in full force and effect at USER 's expense: (i) commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars general aggregate(\$2,000,000.00); automobile liability insurance with a minimum of \$1,000,000.00 limit per accident; and Workers' Compensation Insurance as required by the State of California; and employer's liability insurance with a minimum \$1,000,000.00 limit per accident insuring against all liability of USER and CITY for bodily injury and property damage and personal & advertising injury arising out of or in connection with USER, use and occupancy of the License Area and also insuring performance by USER) of the indemnity provisions set for in Section 10 of this License Agreement. The CITY shall be named as an additional insured by endorsement. USER shall provide CITY with the necessary Certificates of Insurance evidencing CITY as additional insured to the Community Activities Department. The amount of such general liability insurance shall not limit USER's liability nor relieve USER of any obligations under this License Agreement. The general liability insurance policy shall name CITY, and its officers, officials, boards, commissions, employees, agents, and volunteers as additional insured parties there under, and shall be endorsed to provide that: (i) the insurance coverage there under shall be primary with respect to CITY; and (ii) no cancellation or reduction in coverage will be made without thirty (30) days prior written notice to CITY by the carrier. As a condition precedent to CITY performance pursuant to this Agreement, USER shall file a certificate of insurance with the Community Activities Department two weeks before move-in date showing that they have in effect the insurance required by this agreement. USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.



**FOREST THEATER USE AGREEMENT**

**Exhibit "A"**

Lots One to Fifteen inclusive in Block 85 as shown and so designated on the map of Addition Number 5 to Carmel-by-the-Sea, Monterey County, California, filed on the date of February 9, 1910, now on file and on record in the office of the County Recorder of the County of Monterey, State of California, in Map Book Two, Cities and Towns, at page 22.

DRAFT

**OUTDOOR FOREST THEATER USE AGREEMENT  
EXHIBIT "B"**

Final payment and Gross Receipts must be made to the City of Carmel-by-the-Sea's office within **five (5)** business days of performance or, in the case of a series, **five (5)** business days of last performance.

**RATES AND CHARGES FOR FOREST THEATER**

**Rental of the Outdoor Forest Theater includes use of dressing rooms, backstage area and box office.**

1. Technical work or rehearsals - No admission charged: **\$25.00/day**
2. Admission charged or other consideration, per performance: **(10%)** of Gross Receipts, which is total gate, or \$25.00 per day whichever is greater. Where fees are expressed as a percentage of gate receipts, said receipts shall include all sums from gross ticket sales whatsoever, with no deductions allowable for taxes, costs or other expenses. User shall submit ticket sales receipts for each and every performance along with payments.
3. A clean-up security deposit of \$200 will be required by the City.

**SCHEDULE OF PAYMENTS:**

In event of cancellation, the city of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY **\$25.00** for each requested use date and on performance dates, a minimum of **\$25.00** for each performance or **ten percent (10%)** of gross receipts whichever is greater. (Gross receipts are defined as total gate.)

The City has provided a schedule of payments due for the 2016 season attached as Schedule "A".

**CONTRACT AND PAYMENT**

A contract will be drawn up, and only after such contracts have been approved and signed by the User and the City of Carmel-by-the-Sea City Administrator, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make any payment as scheduled will terminate the contract forthwith. Any User who charges admission or collection any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City of Carmel-by-the-Sea City Administrator for inspection and will pay any additional fees [based on ten percent (10%) of gross receipt] due the City. All payments are to be made in cash, check or bank money order. **First payment is to be made prior to access to premises.**

**FOREST THEATER USE AGREEMENT  
EXHIBIT "C"**

**ALL CONDITIONS AND TERMS SPECIFIED IN THE FOREST THEATER USE AGREEMENT APPLY TO THE INDOOR FOREST THEATER.**

**RATES AND CHARGES FOR INDOOR FOREST THEATER**

Rental of the Indoor Forest Theater includes use of the theater under the outdoor stage and the downstairs storage area.

**SCHEDULE OF PAYMENTS**

USER agrees to pay the CITY \$160.00 per month, due the 5<sup>th</sup> of each month. Additional scheduling of an outside performer (other than < Name of User Group>) must be approved by the City and not be in conflict with other performances at the Forest Theater.

**CONTRACT AND PAYMENT**

A contract will be drawn up, and only after such contracts have been approved and signed by the USER and City Administrator representing the CITY, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and /or supplemental facilities will be made in strict accordance with the payment schedule included in the contact. Failure to make a payment as scheduled will terminate the contact forthwith. Any USER who charges admission or collects any donations, gift, or other consideration as a condition of admission will make his/her receipts available to the City administrator for inspection and will pay any additional fee (based on ten percent (10%) of gross receipts) due the CITY. All payments are to be made in cash, check or bank money order. First payment is to be made prior to access to premises.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



- c) The name, address, and telephone number of the responsible person plus the same information for the person(s) responsible for the cleanup of space used.

Health Department Permit Number \_\_\_\_\_

Resale License Number \_\_\_\_\_

User will also furnish to the City a copy of each and every Alcoholic Beverage Control License obtained for the premises.

### FOREST THEATER USE AGREEMENT

#### Exhibit "D" continued

#### AGREEMENTS

User will complete a Forest Theater Event Report for each event. Form to be supplied by the City.

- User will file a set of construction plans and revisions with the City at least (3) weeks prior to the beginning of any set construction. All plans, and revisions for all plans, must be drawn in accordance with standard construction practices and meet all Uniform Codes and State safety requirements for stage/set construction at the Forest Theater. Plans and subsequent construction are the responsibility for stage/set Construction at the Forest Theater. Plans and subsequent construction are the responsibility and liability of the user and subject to inspection and approval by the City.
- User will obtain a permit before any work requiring a permit is commenced, sign a notarized Hold Harmless Agreement, and provide a liability insurance endorsement policy in the amount of \$1,000,000.00 adding the City, it's employees, elected officials, officers and agents as additionally insured pursuant to the Municipal Code of the City of Carmel-by-the-Sea.
- Any equipment brought in for by User for use in the Outdoor or Indoor Theaters may be inspected by City staff for compliance with fire and safety regulations. Any equipment not in compliance or deemed unsafe cannot be used in the theater. The City accepts no responsibility for the equipment, its storage, loss, theft or damage.
- All electrical connections, modifications or installations shall be made by certified electricians, and permits must be obtained from the City Planning and Building department. All technicians and technical/stage crew personnel must already be trained on equipment and meet the necessary skill sets of equipment operation.
- User will maintain the premises in a clean and neat manner. Keep the grounds and dumpster-area clean and free of trash, waste, and rubbish. Any costs for cleaning incurred by the City will be charged to the user.
- User will provide as needed, responsible accommodation and personnel to assist disabled audience members to and from their theater seats.

- If conflicts or disagreements arise in regard to this Forest Theater use Agreement and are not resolved, the matter will be given to the City Administrator. All decisions by the City Administrator are final.

#### GENERAL PROVISIONS

City will provide to the best of its ability and at its expense, utilities, maintenance of public restrooms, and waste management services. Any mechanical failure will not void this contract; the City will make every effort to correct technical and mechanical problems regarding utilities but cannot be held liable if such problems are beyond City control. Available dressing rooms will be provided at no cost to the User. All other services or conditions will be at the expense of user. User is responsible for contracting the City to arrange deliver and pick-up of a dumpster during set-up/strike. The City will clean the site prior to opening. The user agrees to abide by all rules and regulations as out of the City in Exhibit "D" and Schedule "C".

DRAFT

**FOREST THEATER USE AGREEMENT  
EXHIBIT "E"**

All visitors, including people with disabilities, must be able to move about with safety and ease. It is the responsibility of the USER to develop and implement a plan to provide a method of providing accessible parking to patrons with disabilities who are attending events in private vehicles. The plan will address the issue of getting people with mobility impairment safely between their vehicles and the theater box office and seating, and will address both the Outdoor and Indoor Theaters.

Prior to commencing tenancy, the proposed plan will be submitted to City staff for review. Tenancy will not be granted until such time as the plan has been approved.

DRAFT

**OUTDOOR FOREST THEATER USE AGREEMENT  
SCHEDULE "A"**

**SCHEDULE OF PAYMENTS:**

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$500.00 to cover the administrative costs including rebooking.

USER agrees to pay the CITY **\$25.00** for each requested use date and on performance dates, a minimum of **\$25.00** for each performance or **ten percent (10%)** of the gross receipts whichever is greater. (Gross receipts are defined as total gate.)

USER agrees to pay \$< > (< > **tech/rehearsal/load in days**) advance payment due no later than July 20, 2005 and further agrees that additional payments will be made as follows:

10% of gross receipts for [name of play] no later than < DATE >  
and

10% of gross receipts for [name of play] no later than < DATE >  
and

10% of gross receipts for **Concession Stand** sales no later than < DATE >

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**OUTDOOR FOREST THEATER USE AGREEMENT  
SCHEDULE "B"  
(List Scheduled Performances)**

DRAFT

**OUTDOOR FOREST THEATER USE AGREEMENT  
SCHEDULE "C"**

**Forest Theater Rules and Regulations**

- Smoking** No smoking shall be permitted within any part of the Forest Theater including stage and backstage areas. All programs printed by the User shall bear a statement indicating the regulations on smoking.
- Occupancy** Theater occupancy will be limited to 540 persons; in addition, the number of tickets printed shall not exceed 540 per event. When selecting and producing performances, User shall be sensitive to the neighbors concern for noise and the beauty of the surroundings. No standing or sitting in aisles or on the stairways is permitted. The User will not permit any person to act in any manner, which creates a hazard, an annoyance or a disturbance within any City premises; and the User will immediately take all needful corrective action should such a situation arise.
- Lighting** All legally required lights must be on at all times when facilities are occupied.
- Exits** No exits from any room, theater, stage, backstage or dressing rooms areas shall be blocked or be permitted to be blocked or obstructed in any way.
- Materials** Only non-flammable materials shall be used in the construction of scenery, drops, props, drapes, or decorations, unless they have been treated with flame-retardant material approved by the State Fire Marshal. Any flammable scenery or materials found on the stage, backstage area, or any other area, shall be immediately removed regardless of whether or not a performance is taking place.
- Personnel** All front-of-house and backstage personnel will be subject to the direction of the person in charge. An adult individual (21 years or older) must be present for all activities associated with this use agreement.
- Fire** The **Fire Marshal/Carmel Fire Department** shall be responsible for the enforcement of fire safety regulations. He/she may require the presence of fire marshal, if, in his/her opinion, one is needed.
- Police** The **Police Chief/Carmel Police Department** shall be responsible for enforcement of security regulations. If he/she determines uniformed police are required, User will be required to pay any costs for some.

## FOREST THEATER USE AGREEMENT

### Schedule "C" – continued

- Parking**            User shall NOT be permitted to charge for the use of parking facilities. There shall be no reserved parking other than that necessary to provide for a City-approved accessible managed parking plan.
- Sleeping**            Overnight accommodations in house trailers, campers, recreational vehicles, etc., on the premises will not be permitted.

### HOUSEKEEPING RESPONSIBILITIES

- No structures or sets are to be built unless specifically provided for herein
- No trees, shrubbery or other vegetation shall be cut, trimmed or injured.
- Fires will not be permitted except under the following guidelines established by the **Carmel Fire Department** and the City.
  - Fires in the pits are allowed only during full tech rehearsals, dress rehearsals, and performances
  - Only clean, unpainted firewood may be burned
  - No painted, varnished, plywood or particle board may be burned
  - No trash may be burned
  - A garden hose must be available to extinguish the fires in an emergency and after the performance
  - Fires must be extinguished after the performance and the exit of the patrons
  - Fires must be of a size so as not to endanger the vegetation, sets, actors, or audience
  - Fires shall be extinguished immediately if the **Carmel Fire Department** deems them unsafe for any reason
- User will have all vehicles associated with their events (s) parked in areas designated by the City.
- User will provide parking and traffic control for all vehicles as directed by the City and/or the **Carmel Police Department**.
- User will maintain the grounds of the entire outdoor facility during outdoor occupancy in a clean, sanitary and litter free condition and will restore the area to as good or better condition than it was received.
- User shall clean the outdoor ground (including refuse removal to dumpster), seating area and stage immediately after each outdoor performance.
- User shall repair, within five (5) days, any and all damage to the facilities and grounds or any other property, which was a result of User's activities as encompassed by this permit, at organization's expense. City will be the sole judge of the extent of damage.
- All lighting cables and wire shall be kept neat and tidy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**FOREST THEATER USE AGREEMENT**

THIS AGREEMENT is made and entered into this 5th day of April, 2011, by and between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, (hereinafter referred to as "CITY") and California not-for-profit corporation, (hereinafter referred to as "USER").

**RECITALS:**

WHEREAS, CITY owns property with improvements commonly known as the Forest Theater located at Santa Rita and Mountain View, legally described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, improvements on the Forest Theater property consist of an outdoor theater with related facilities known as the "Outdoor Forest Theater", and an indoor theater known as the "Indoor Forest Theater" which is located beneath the stage of the Outdoor Forest Theater;

WHEREAS, USER is organized as a California not-for-profit corporation for the purpose of community educational service; and

WHEREAS, both parties desire that Theater be managed and operated as a place for public, cultural, entertainment and community events in accordance with the provisions, terms and conditions as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants, terms, provisions, conditions, and limitations set forth herein, the parties agree as follows:

1. **Premises.** USER desires to rent the space commonly known as the "Outdoor Forest Theater" (hereinafter referred to as "THEATER"). In addition, USER desires to rent the space commonly known as the "The Theater-in-the-Ground" (hereinafter referred to as "INDOOR THEATER").

2. **Agreement Term.** The term of this Agreement shall be for a period of five years commencing on January 1, 2011 and terminating on December 31, 2015, unless terminated sooner in accordance with the provisions of this Agreement.

3. **Use.** USER agrees to use the OUTDOOR THEATER and INDOOR THEATER for the following purposes and to limit their use to such purposes: providing public, educational, cultural, entertainment and community events.

4. **Outdoor Theater Hours of Operation (Restrictions and Limitation).**

A. With the exception of rehearsals all work including construction of sets shall end by 5:30 p.m. and shall not begin until 9:00 a.m. on Sundays.

B. All amplification of sound shall be turned off no later than 10:00 p.m. during rehearsals.

C. All rehearsals and performances shall end no later than 10:30 p.m. and the premises vacated by 11:00 p.m.

5. **Rental Rates.** USER agrees to rent the THEATER and to pay all charges as set forth in Exhibit "B" entitled, "Rental Rates and Charges", attached hereto and incorporated herein by this reference.

6. **Forest Theater Rules and Regulations; Housekeeping Responsibilities.** USER agrees to comply with all Forest Theater Rules and Regulations/Housekeeping Responsibilities as set forth in Schedule C attached hereto and incorporated herein by this reference. USER shall have any and all sub-users sign and return to USER a copy of the Forest Theater Rules and Regulations/Housekeeping Responsibilities prior to use of the facility. Further, USER agrees to comply with all laws, ordinances, and regulations adopted or established by federal, state, city or local government agencies; and USER shall notify all sub-users, agents or employees that they are also to comply with all laws, ordinances, and regulations adopted or established by federal, state, city or local government agencies.

7. **Safety.** It is the responsibility of USER to observe and enforce, and shall notify any and all sub-users of, all safety regulations as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Failure to do so shall be cause for CITY or its authorized representative, to interrupt, stop or cancel a performance.

8. **Cancellation.** This Agreement may be cancelled by either party upon thirty (30) calendar days prior written notice. In the event USER timely notifies CITY of a cancellation, CITY agrees to refund all deposits and advance payments, if any, to USER and terminate the Agreement. In the event USER does not provide CITY with proper advance cancellation notice then CITY is authorized to retain any and

all deposits or advance payments, except clean-up premise deposits which will be refunded to USER within ten (10) business days, for potential loss of revenue as a result of not renting said space to another USER or the cost of rebooking.

In the event CITY exercises its right to terminate this Agreement as set forth herein, USER agrees to waive any and all claims, including third party claims arising through USER, for damages against the CITY.

9. **Books and Records.** USER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; and the accounting and control systems shall be satisfactory to the CITY. The CITY and the CITY'S auditor shall be afforded access to the USER'S records, books, correspondence and other data relating to this Agreement. USER shall preserve these records, books, correspondence and other data relating to this Agreement for a period of one (1) year after final payment, or for such longer period as may be required by law. In addition, USER agrees to make said records, books, correspondence and other data relating to this Agreement available to CITY at CITY'S principal place of business upon 72-hours written notice.

10. **Insurance.** USER agrees to maintain a policy or policies of insurance with the following minimum limits of liability:

A. Commercial general liability, including but not limited to premises, personal injuries, death, products, and completed operations, with a combined single limit of liability of \$1,000,000.00 per occurrence, and

B. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services pursuant to this Agreement, with a combined single limit of not less than \$1,000,000.00, and

C. USER shall maintain workers' compensation insurance in accordance with the California Labor Code with a minimum of \$100,000.00 per occurrence for employer liability.

D. USER shall provide and maintain at its own expense, during the term of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for property damage and for bodily injury or death of persons.

E. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to

conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years commencing November 1, 2010.

F. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CITY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance CITY.

G. Each insurance policy shall provide that CITY shall be given written notice at least thirty (30) days in advance of any change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any, performing in accordance with this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.

H. As a condition precedent to CITY performance pursuant to this Agreement, USER shall file with a certificate of insurance with the City Risk Management Officer, on or before April 6, 2011, showing that they have in effect the insurance required by this Agreement. USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.

**11. Notification of Taxability of Possessory Interest.** Notice is hereby given that in the event any possessory property tax is created USER shall be solely responsible for the payment of any said possessory property tax levied upon the USER'S property interest.

**12. Attorney Fees.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, 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.

13. **Defend, Hold Harmless and Indemnification.** USER shall defend, indemnify and hold harmless the CITY and its officers, agents, employees and volunteers and related parties from, any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties including but not limited to activities related to the USER or sub-users use of the premises, including without limitation, reasonable attorney's fees and costs caused by or connected with the performance of this Agreement by USER, their sub-user, agents, contractors, employees or volunteers.

14. **Non-assignability.** USER shall not assign or transfer any interest in this Agreement nor the performance of any obligations hereunder without the prior written consent of CITY, and any attempt by USER to assign or transfer any rights, duties or obligations arising under this Agreement shall be void and of no effect.

15. **Notices and Correspondence.**

A. Notices and correspondence to CITY shall be delivered to them as follows:

City Administrator  
City of Carmel-by-the-Sea  
Post Office Box CC  
Carmel-by-the-Sea, California 93921

B. Notices and correspondence to USER shall be delivered to them as follows:

Pacific Repertory Theater  
PO Box 222035  
Carmel, CA 93922

16. **Termination.** This Agreement may be terminated by CITY and/or USER by giving written notice to each of the other parties listed in this Agreement no later than thirty (30) calendar days prior to the effective date of the cancellation.

17. **Property and Equipment of User or Sub-User.** Upon termination of this Agreement, USER shall remove all of USER's or sub-user's personal property left in or about THEATER. Any personal property remaining after termination of this Agreement shall be deemed abandoned by USER or sub-user and CITY shall be authorized to dispose of said abandoned property as CITY deems

appropriate in its own discretion with or without notice to USER or sub-user.

Further, USER agrees to pay to CITY upon demand any and all costs of removal and disposal of abandoned property.

**18. Agreement Contains All Understandings; Amendment.**

This document represents the entire and integrated Agreement between CITY and USER and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and USER.

**19. Severability.** If any term of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

**20. Governing law.** This agreement shall be governed by the laws of the State of California.

CITY OF CARMEL-BY-THE-SEA

USER: \_\_\_\_\_

BY: Jill Bull

BY: \_\_\_\_\_

ITS: Asst. City Administrator

ITS: \_\_\_\_\_

4/8/11

11

## FOREST THEATER USE AGREEMENT

### Exhibit "A"

Lots One to Fifteen inclusive in Block 85 as shown and so designated on the map of Addition Number 5 to Carmel-by-the-Sea, Monterey County, California, filed on the date of February 9, 1910, now on file and on record in the office of the County Recorder of the County of Monterey, State of California, in Map Book Two, Cities and Towns, at page 22.

## OUTDOOR FOREST THEATER USE AGREEMENT

### Exhibit "B"

Final payment and Gross Receipts must be made to the City of Carmel-by-the-Sea's office within five (5) business days of performance or, in the case of a series, five (5) business days of last performance.

### RATES AND CHARGES FOR FOREST THEATER

**Rental of the Outdoor Forest Theater includes use of dressing rooms, backstage area and box office.**

1. Technical work or rehearsals-No admission charged: **\$25.00 / day**
2. Admission charged or other consideration, per performance: (10%) of Gross Receipts, which is total gate.
3. A clean-up security deposit may be required by the City.

### SCHEDULE OF PAYMENTS:

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY \$25.00 for each requested use date and on performance dates, a minimum of \$25.00 for each performance or ten percent (10%) of gross receipts whichever is greater. (Gross receipts are defined as total gate.)

The City will provide a schedule of payments due at the beginning of each season beginning with the 2011 Season and ending with the 2015 Season. **Schedule "B" is attached for the five-year schedule.**

### CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the User and the City of Carmel-by-the-Sea City Administrator, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make any payment as scheduled will terminate the contract forthwith. Any User who charges admission or collects any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City of Carmel-by-the-Sea City Administrator for inspection and will pay any additional fees [based on ten percent (10%) of gross receipt] due the City. All payments are to be made in cash, check or bank money order. First payment is to be made prior to access to premises.

## FOREST THEATER USE AGREEMENT

### Exhibit "C"

#### RATES AND CHARGES FOR INDOOR FOREST THEATER

Rental of the Indoor Forest Theater includes use of the theater under the outdoor stage and the downstairs storage area.

#### SCHEDULE OF PAYMENTS

USER agrees to pay the CITY \$160.00 per month, due by the 5<sup>th</sup> of each month. Additional scheduling of an outside performer (other than PacRep/Staff Players) must be approved by the CITY and not be in conflict with the other performances at the Forest Theater.

#### CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the USER and the City Administrator representing the CITY, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make a payment as scheduled will terminate the contract forthwith. Any USER who charges admission or collects any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City Administrator for inspection and will pay any additional fees (based on ten percent [10%] of gross receipts) due the CITY. All payments are to be made in cash, check, or bank money order. First payment is to be made prior to access to premises.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## FOREST THEATER USE AGREEMENT

### Exhibit "D"

The facilities will be used in accordance with the conditions and requirements set forth in the "Rules and Regulations for Use of Facilities," a true copy of which is attached hereto, Schedule "C"; and User acknowledges that he is aware of these regulations. User Agreement grants the right to use only the facilities, equipment, and services as are specified. User acknowledges that he/she is aware of the extent and kind of such equipment and services.

The City will permit the User to use the facilities herein described for the periods of time herein set out, except that if such facilities are rendered untenable by fire, windstorm, earthquake, or other catastrophe or act of God, this User Agreement will be deemed canceled as between the parties; and the City shall have no obligation to User by virtue of the execution of the agreement except for the refund of any advance payment and /or deposit.

User agrees to obtain written permission to perform any material subject to copyright from the owner of the copyright prior to performing the material at FOREST THEATER. User agrees to indemnify and hold harmless the City from any and all claims, damages, or expenses arising from any violation of or infringement upon copyrights by User.

Please notify the City of Carmel-by-the-Sea of any plans for video recording or recording purposes of your performance.

Schedule "B" is attached for Seasons beginning 2011 through 2015. In the event that major upgrades are required for the Forest Theater facility, Schedule "A" will be revised at the discretion of the City.

### **PROTECTION OF PROPERTY AND FACILITIES**

It is the responsibility of the User to protect all property and facilities in use by User, his/her agents, employees, audiences or anyone else authorized to enter property by User. An appropriate Clean-up and Security deposit may be required of each User. At the close of the contract period, the cost of replacing any loss, repairing any damage, or performing any excessive clean-up will be deducted from the deposit. If the cost of such correction exceeds the amount of the security deposit, the deposit shall be forfeit and the remainder due shall become a debt owed by the User to the City and shall be subject to collection as provided by the law. Any unused portion of the deposit will be refunded.

### **FOOD AND BEVERAGES**

No food or beverages or other comestibles can be furnished, sold, or given away anywhere in and about Forest Theater facilities without first obtaining written permission from the City of Carmel-by-the-Sea's City Administrators office. Such permission can be revoked at any time. The request for the permit shall state the following:

- a) Type of food, beverage, or other comestibles to be furnished.
- b) The name(s) of the person(s) who will furnish the food, beverages, or other comestibles and operate the space.
- c) The name, address, and telephone number of the responsible person plus the same information for the person(s) responsible for the cleanup of space used.

Health Department Permit # \_\_\_\_\_

## FOREST THEATER USE AGREEMENT

### Exhibit "D" continued

#### AGREEMENTS

User will complete a Forest Theater Event Report for each event. Form to be supplied by the City.

- User will file a set of construction plans and revisions with the City at least three (3) weeks prior to the beginning of any set construction. All plans, and revisions for all plans, must be drawn in accordance with standard construction practices and meet all OSHA, Uniform Codes and State safety requirements for stage/set construction at the Forest Theater. Plans and subsequent construction are the responsibility and liability of the user and subject to inspection and approval by the City.
- User will obtain a permit before any work requiring a permit is commenced, sign a notarized Hold Harmless Agreement, and provide a liability insurance endorsement policy in the amount of \$1,000,000 adding the City, its employees, elected officials, officers and agents as additionally insured pursuant to the Municipal Code of the City of Carmel-by-the-Sea.
- User will maintain the premises in a clean and neat manner. Keep the grounds and dumpster-area clean and free of trash, waste, and rubbish. Any costs for cleaning incurred by the City will be charged to the User.
- User will provide as needed, reasonable accommodation and personnel to assist disabled audience members to and from their theater seats.
- Of conflicts or disagreements arise in regard to this Forest Theater Use Agreement and are not resolved, the matter will be given to the Community Services Manager. All decisions by the Community Services Manager are final.

#### GENERAL PROVISIONS

City will provide to the best of its ability and at its expense, utilities, maintenance of public restrooms, and waste management services. Any mechanical failure will not void this contract; the City will make every effort to correct technical and mechanical problems regarding utilities but cannot be held liable if such problems are beyond City control. Available dressing rooms will be provided at no cost to the User. All other services or conditions will be at the expense of User. User is responsible for contacting the City to arrange deliver and pick-up of a dumpster during set-up/strike. The City will clean the site prior to opening. The user agrees to abide by all rules and regulations as out by the City in Exhibit "D" and Schedule "C".

OUTDOOR FOREST THEATER USE AGREEMENT

SCHEDULE "A"

SCHEDULE OF PAYMENTS:

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY \$ 25.00 for each requested use date and on performance dates, a minimum of \$ 25.00 for each performance or ten percent (10 %) of the gross receipts whichever is greater. (Gross receipts are defined as total gate.)

USER agrees to pay \$1,125.00 (45 tech/rehearsal days) advance payment due no later than July 20, 2005 and further agrees that additional payments will be made as follows:

10% of gross receipts for [name of play] no later than October 7, 2011  
and

10% of gross receipts for [name of play] no later than October 21, 2011  
and

10% of gross receipts for **Concession Stand** sales no later than October 21, 2011

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## OUTDOOR FOREST THEATER USE AGREEMENT

### SCHEDULE "C"

#### Forest Theater Rules and Regulations

- Smoking** No smoking shall be permitted within any part of the Forest Theater including stage and backstage areas. All programs printed by the User shall bear a statement indicating the regulations on smoking.
- Occupancy** Occupancy of Forest Theater will be limited to 540 persons; in addition, the number of tickets printed shall not exceed 540 per event. When selecting and producing performances, User shall be sensitive to the neighbors concern for noise and the beauty of the surroundings. No standing or sitting in aisles or on stairways is permitted. The User will not permit any person to act in any manner, which creates a hazard, an annoyance or a disturbance within any City premises; and the User will immediately take all needful corrective action should such a situation arise.
- Lighting** All legally required lights must be on at all times when facilities are occupied.
- Exits** No exit from any room, theater, stage, backstage or dressing rooms areas shall be blocked or be permitted to be blocked or obstructed in any way.
- Materials** Only non-flammable materials shall be used in the construction of scenery, drops, props, drapes, or decorations, unless they have been treated with flame-retardant material approved by the State Fire Marshal. Any flammable scenery or materials found on the stage, backstage area, or any other area, shall be immediately removed regardless of whether or not a performance is taking place.
- Personnel** All front-of-house and backstage personnel will be subject to the direction of the person in charge. An adult individual (21 years or older) must be present for all activities associated with this use agreement.
- Fire** The **Fire Marshal/Carmel Fire Department** shall be responsible for the enforcement of fire safety regulations. He/she may require the presence of a fire marshal, if, in his/her opinion, one is needed.
- Police** The **Police Chief/Carmel Police Department** shall be responsible for enforcement of security regulations. If he/she determines uniformed police are required, User will be required to pay any costs for same.

## FOREST THEATER USE AGREEMENT

- Parking** User shall NOT be permitted to charge for the use of parking facilities. There shall be no reserved parking.
- Sleeping** Overnight accommodations in house trailers, campers, recreational vehicles, etc. on the premises will not be permitted.

### HOUSEKEEPING RESPONSIBILITIES

- No structures or sets are to be built unless specifically provided for herein.
- No trees, shrubbery or other vegetation shall be cut, trimmed or injured.
- Fires will not be permitted except under the following guidelines established by the **Carmel Fire Department** and the City
  - Fires in the pits are allowed only during full tech rehearsals, dress rehearsals and performances
  - Only clean, unpainted firewood may be burned
  - No painted, varnished wood, plywood or particleboard may be burned
  - No trash may be burned
  - A garden hose must be available to extinguish the fires in an emergency and after the performance
  - Fires must be extinguished after the performance and the exit of the patrons
  - Fires must be of a size so as not to endanger the vegetation, sets, actors, or audience
  - Fires shall be extinguished immediately if the **Carmel Fire Department** deems then unsafe for any reason
- User will have all vehicles associated with their event(s) parked in areas designated by the City.
- User will provide parking and traffic control for all vehicles as directed by the City and/or the **Carmel Police Department**.
- User will maintain the grounds of the entire outdoor facility during outdoor occupancy in a clean, sanitary and litter free condition and will restore the area to as good or better condition than it was received.
- User shall clean the outdoor grounds (including refuse removal to dumpster), seating area and stage immediately after each outdoor performance.
- User shall repair, within five (5) days, any and all damage to the facilities and grounds or any other property, which was a result of User's activities as, encompassed by this permit at organization's expense. City will be the sole judge of the extent of damage.
- All lighting cables and wire shall be kept neat and tidy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF CARMEL-BY-THE-SEA

## AGENDA BILL

AB 1114  
April 4, 2016  
Orders

**TO:** Honorable Mayor and Members of the City Council  
Chip Rerig, City Administrator

**FROM:** Janet Bombard, Library and Community Activities Director

**SUBJECT:** Consideration of a request to authorize shared use of the Indoor Forest Theater between the Forest Theater Guild, Pacific Repertory Theater, and the 2016 Centennial Committee during the 2016 season and provide direction

<b>AMOUNT OF EXPENDITURE</b>	\$ N/A
<b>AMOUNT BUDGETED</b>	\$ N/A
<b>APPROPRIATION REQUIRED</b>	\$ N/A

### RECOMMENDATION

Community Activities and Cultural Commission recommendations:

1. That the City Council authorize exclusive use of the indoor theater to SoDA (Pacific Repertory School of Dramatic Arts) until the end of 2017 and that the issue of shared use of the venue comes back before the Commission in the fall of 2016, and that
2. the City Council direct PacRep to cooperate with the Centennial Committee to provide access to the indoor Forest Theater during the Centennial Celebration week and support their efforts.

Staff recommendations:

1. That the City Council authorizes shared use of the indoor theater between Forest Theater Guild and PacRep, and that
2. the City Council direct PacRep to cooperate with the Centennial Committee to provide access to the indoor Forest Theater during the Centennial Celebration week and support their efforts.

### SUMMARY

#### Background

The Forest Theater is scheduled to open for use during the 2016 season. The occupancy schedule for the outdoor theater, which is dictated by the weather, comprises the months of April through October each year. The indoor theater can be occupied year-round.

Since at least 2005, multiple year contracts for tenancy of the outdoor Forest Theater have been granted to two user groups: Forest Theater Guild and Pacific Repertory Theater. Multiple year contracts were also granted for use of the indoor theater, at first to the Children's Experimental Theater,

and subsequently to Pacific Repertory's School of Dramatic Arts (SoDA). The most recent contracts under which the Forest Theater Guild and Pacific Repertory Theater were operating expired in 2014 and 2015 respectively.

Staff was directed by former City Administrator Doug Schmitz to issue a contract for the use of the Forest Theater for 2016 only, to the following three user groups: Forest Theater Guild, Pacific Repertory Theater (PacRep), and the 2016 Centennial Committee, which will be putting on a one-week production directed by Walt Defaria as part of the 2016 Centennial celebrations. The groups will occupy the outdoor theater for the following time periods:

- Forest Theater Guild: May 1 – July 28, 2016
- PacRep: July 29 – October 16, and, October 24 – 31, 2016
- Centennial production: October 17 – 23, 2016

Staff has received requests from the Forest Theater Guild and Walt Defaria for the Centennial Committee to use the indoor theater during the terms of their tenancies.

The Forest Theater Guild proposes to use their tenancy of the indoor theater to offer free theater classes to adults and children.

Walt Defaria, acting on behalf of the Centennial Committee, would like two evenings' use of the main hall and central area of the indoor theater for additional dressing room space during the 2016 Centennial production dress rehearsal and show at the outdoor theater.

Pacific Repertory Theater wishes to retain exclusive use of the Indoor Theater to resume SoDA classes there. Under the terms of its most recent Forest Theater use agreement, approved in 2011 by the City Council, Pacific Repertory Theater was granted year-round, exclusive use of the 60 seat indoor theater to operate the School of Dramatic Arts (SoDA) for children. Since the closure of the Forest Theater, SoDA has operated out of the Golden Bough Playhouse (which is owned by Pacific Repertory Theater) on Monte Verde between 8<sup>th</sup> and 9<sup>th</sup>.

#### Community Activities and Cultural Commission Recommendation

The Community Activities and Cultural Commission (CA&CC) considered the matter during its March 8, 2016 meeting. After hearing public comment, both against and in support of shared use, commissioners variously gave their opinion that it was not fair to ask a year-round program to suspend activities, and that since Pac Rep had previously had a long term contract, the City should give Pac Rep a year-long contract for the indoor theater and revisit the issue in November of 2017.

As a result, the commission voted to make the following recommendation to the City Council: that the City Council authorize exclusive use of the indoor theater to SoDA (Pacific Repertory School of Dramatic Arts) until the end of 2017 and that the issue of shared use of the venue comes back before the Commission in the fall of 2016, and that the City Council direct PacRep to cooperate with the Centennial Committee to provide access to the indoor Forest Theater during the Centennial Celebration week and support their efforts.

City Staff Recommendation

Staff agrees with the Community Activities and Cultural Commission’s second recommendation that Pac Rep should work with the Centennial Committee to accommodate the committee’s requested use of the indoor theater during its week-long tenancy in October.

With regard to the Community Activities and Cultural Commission’s first recommendation, however, in staff’s view no part of the Forest Theater, as a City-owned community venue, should be reserved for continual use by one group or individual to the exclusion of all others. It is also fair and logical to allow a user group using the outdoor theater to use and rent the indoor theater during its tenancy at the theater.

SoDA clearly offers an important service to children; however, opening the Forest Theater to a wider variety of educational opportunities for people of all ages provides added value to the community, especially given, in this case, that the Forest Theater Guild is proposing to offer free classes.

Staff notes that in the past the Children’s Experimental Theater moved out of the Indoor Forest Theater during the summer so that the Forest Theater Guild could make use of both the indoor and outdoor theater during its tenancy. In the interest of fairness and putting a community venue to its best use it would seem, therefore, that returning to this past practice would serve the needs of all.

The Pacific Repertory Theater owns a venue out of which it currently operates SoDA classes: the Golden Bough Theater. Pac Rep could continue to hold the classes there through the end of July, thereby giving the Forest Theater Guild the opportunity to use the indoor theater during its tenancy.

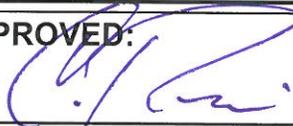
**PRIOR CITY COUNCIL ACTION**

At its April 5, 2011 meeting the City Council authorized a resolution to enter into a five-year lease agreement with the Forest Theater Guild for the use of the Forest Theater facility.

At its April 5, 2011 meeting the City Council authorized a resolution to enter into a five-year lease agreement with Pacific Repertory Theater for the use of The Forest Theater facility, including the Indoor Theater.

**ATTACHMENTS**

1. Draft Minutes of the March 8, 2016 Community Activities and Cultural Commission concerning a recommendation to the City Council regarding the use and tenancy of the Indoor Forest Theater
2. Letters in support of Pacific Repertory’s use of the Indoor Theater distributed at the Community Activities and Cultural Commission meeting

<p><b>APPROVED:</b> </p> <p>_____</p> <p>Chip Rerig, City Administrator</p>	<p><b>Date:</b> _____</p>
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1. Make a recommendation to the City Council regarding the use and tenancy of the Indoor Forest Theater by the three user groups: Forest Theater Guild, Pacific Repertory Theater and Walt Defaria.

Staff member Bombard presented the staff report.

Chairperson Richards opened the public hearing.

Walt Defaria stated that he felt the Centennial Committee production could use the indoor theater as a temporary dressing room without interfering with SoDA.

Diane Goyette stated that SoDA is a year round program. There is no space for programs at the Golden Bough. At the indoor theater they have offices and telephones. They can leave costumes and props without anyone disturbing them.

Lenore Carrie read a letter from Nicole Stephens stating that a City facility should be able to be used by more than one user group.

Stephen Moorer submitted letters that support Pac Rep's use of the facility into the record. Mr. Moorer mentioned that the Forest Theater Foundation had purchased two portable dressing rooms that groups could use. Mr. Moorer indicated that they could accommodate the two requested evenings for the 2016 Centennial production, but Pac Rep would have to have staff there.

Kim Mitchell spoke in favor of shared use of the facility.

Benjamin Jonas stated that shared use would give the community access to a wider variety of things.

Joanna Hobbs stated that the issue merits its own meeting. The issue is full use with a home for a group vs. giving everyone a chance.

Charlotte Gould stated that the Forest Theater Guild would offer a free service to children who can't afford classes.

Yvonne Bowen asked the commission to give consideration to the fact that Forest Theater Guild is asking for three months to teach kids and adults.

Carrie Glenn spoke in favor of shared use.

E. Griffin Ortiz stated that both organizations offer value and wonderful programming, and there might be a solution or compromise that would benefit both groups.

There being no further appearances, the public hearing was closed.

Commissioner Refuerzo excused herself from the meeting at 11:26 a.m.

Commissioner Jett stated this has been an ongoing issue for 20 years and gave it as her opinion that the indoor theater should not be pushed out for another group. Jett stated that the theater is three separate venues and the indoor theater is Pac Rep's home – their copy machine and fridge are currently stored there – and it is not fair to ask a year-round program to suspend programs. As to the issue of offering programs for kids who can't pay for them, her children went to Pac Rep and Pac Rep makes scholarships available.

ATTACHMENT 1

Commissioner Richards stated that since Pac Rep has previously had a long term contract, the City should give Pac Rep a year-long contract for the indoor theater and revisit the issue in November of 2017.

Following discussion it was moved by Jett and seconded by Richards to make a recommendation to the City Council that SoDA (Pacific Repertory School of Dramatic Arts) continues exclusive use of the indoor theater, as the City Council has contracted with them in the past, until the end of 2017 and that the issue of shared use of the venue come back before the commission in the fall of 2016.

The motion carried by the following roll call vote:

AYES: Lee, Jett, Richards  
NOES: None  
ABSENT: Meheen, Refuerzo  
ABSTAIN: None

Commissioner Jett then made a second motion that Pac Rep cooperates with the Centennial Committee on providing access to the indoor forest theater during the Centennial Celebration week and works with them on that, seconded by Commissioner Lee.

The motion carried by the following roll call vote:

AYES: Lee, Jett, Richards  
NOES: None  
ABSENT: Meheen, Refuerzo  
ABSTAIN: None

Chairman Richards  
Community Activities & Cultural Commission

I would like to take this opportunity to voice my support for Pacific Repertory Theatre's request to continue to utilize the Indoor Forest Theatre for their SODA Program. This is a very important program and has always been successful, and it embodies the spirit of CET/Marcia Hovick who occupied the Indoor Theatre for many years.

As a former employee of the City of Carmel-by-the-Sea I worked hand in hand with PacRep/Stephen Moorer for many years in regards to the Outdoor Forest Theatre. He was always respectful, thoughtful and willing to compromise and work with the City in our constant discussions with The Forest Theater Guild for the summer season. It was always difficult and time consuming working through the issues with FTG but I could always count on PacRep/Stephen to be reasonable. PacRep was always timely in paying the monies owed the City and I never had issues with them during the season.

The Indoor Forest Theater is small and does not lend itself to sharing, it is also my understanding that Pac Rep holds classes year round and utilized the indoor theater before the renovation without issue and were excellent tenants. Given that, I am not sure why you would even consider this request from The Forest Theater Guild, whose relationship with the city has frequently proved challenging.

Please continue to support and approve PacRep's request for the year-round use of The Indoor Forest Theatre, you won't regret it.

Thank you in advance for considering my opinion when considering your decision and please share my letter with your fellow commissioners.

Best regards,

Christie Miller

(Retired Community Services Director for the City of Carmel-by-the-Sea)

March 8, 2015

To Whom it May Concern,

I am writing to address the proposed cutbacks for the use of the Indoor Forest Theatre by the SoDA program. Since its inception the school has had exclusive use of the space. To alter that now would create liability, security, and privacy issues, among other problems. Since the closure of the Indoor Forest Theatre the SoDA program has had to severely cutback its offering for classes. This is truly a detriment to our community. With the severely limited access to Arts programs in schools, SoDA offers something vital for the success of our children and future citizens.

Dramatic Arts education builds confidence, self esteem, self discipline, self reliance, and poise. Additionally it teaches youth how to organize and prioritize as well as how to converse with adults. Theatre Arts education also provides development of some interpersonal skills that are not easily acquired like, empathy and compassion.

Often the myths and stereotypes of the arts lead people to think of its education as being frivolous. Yet the statistics prove otherwise. Students in the arts consistently out score their non-arts peers on the SAT college exams. Students involved in the arts are four times more likely to achieve academic notice, hold school offices, win awards for writing and even enter science fairs. School attendance for those students is three times higher than for those who are not. Arts students read for pleasure more often, and perform community service at a much higher rate than their non-arts friends. Young people gain academic life skills through performing.

In addition to the personal and inter-personal skills we just talked about, students in the arts learn academic skills that help them in the future such as analysis, problem solving, reasoning, abstract thinking, conceptualization, and creative thinking.

Performing arts programs offer children and youth a benefit they usually do not find in an ordinary classroom, instead of just gaining knowledge about things, they gain knowledge about who they are and what they can do. This helps kids grow into better adults, parents and citizens. To limit the access to the SoDA program will hurt our community not only now, but well into the future.

Sincerely,

Laura Cote

Faculty Monterey Peninsula College  
Parent of SoDA student  
Instructor at SoDA school

## CACC AGENDA |



From **Barbara Livingston** green.gardens@att.net Fri, Mar 4, 2016 5:25 pm  
[details](#)

To **Chip Rerig** rerig@sbcglobal.net,  
**Bobby Richards** bobbyrichards6@gmail.com

I REGRET I AM UNABLE TO ATTEND THE TUESDAY MEETING OF THE CACC. I WOULD HAVE SPOKEN TO THE ISSUE OF OF NOT CHANGING THE AGREEMENT BETWEEN THE CITY AND THE PAC REP SCHOOL THAT SCHOOL HAD ITS BEGINNING IN MARCIA HOVICK'S CHILDREN'S EXPERIMENTAL THEATER. HUNDREDS OF CHILDREN HAVE BENEFITED FROM THESE CLASSES AND I AM SO GRATIFIED THAT PAC REP IS CONTINUING IN MARCIA'S FOOSTEPS. PLEASE DO NOT TAMPER WITH THE EXISTING AGREEMENT BETWEEN PAC REP AND THE CITY.

THANK YOU.  
BARBARA

-----Original Message-----

From: Walt Defaria <wjdefaria@aol.com>  
To: smatprt <smatprt@aol.com>  
Cc: jbombard <jbombard@ci.carmel.ca.us>  
Sent: Wed, Feb 3, 2016 4:44 pm  
Subject: Indoor

Stephen - just to clarify - at today's meeting I told you that none of us were trying to close down SoDa in any way or taking away the indoor theater for SoDA to use. That is still a fact but I did forget a discussion I had with the City.

In a meeting with the City about four months ago, after hearing that the City was considering the possibility of opening the indoor theater to more groups, I was asked if its availability were of use to the Centennial Show. *I said that if any part of it were available for dressing rooms for the Centennial Show on Oct 23rd that could be helpful considering the number of diverse groups in the show. In no way was this an attempt to harm or hinder SoDa and I felt it could be done without SoDa having to move out or be seriously inconvenienced.* As I understand it, the indoor was occasionally used in the past as dressing rooms for shows upstairs, stretching back to the days of Cole Weston and beyond. When shows are done upstairs the possibility of limited use of the facility for dressing rooms is of course very desirable by any group.

From what I understand the City, and I am not speaking for any City employee, was looking at the possibility of allowing some additional limited use of the facility but with SoDa in residence. Especially for such things as indoor dressing rooms. This is just my impression and you would need to talk with Janet for actual City thinking.

Walt