



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

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

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

### CITY COUNCIL SPECIAL MEETING Monday, December 2, 2019 4:30 PM

#### CALL TO ORDER AND ROLL CALL

#### CLOSED SESSION

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

#### PUBLIC APPEARANCES

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

#### ADJOURNMENT

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

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**Britt Avrit, MMC**  
City Clerk

**SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

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

**SPECIAL NOTICES TO PUBLIC**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2007 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

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



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East Side of Monte Verde Street  
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## REGULAR MEETING Tuesday, December 3, 2019

OPEN SESSION  
4:30 PM

### CALL TO ORDER AND ROLL CALL

### OPEN SESSION

### PLEDGE OF ALLEGIANCE

### EXTRAORDINARY BUSINESS

- A. MST Presentation
- B. Employee Introductions: Sara Davis and Giuliano Picciuto
- C. Recognition of William Godwin, Mo Massoudi, David Refuerzo, Niels Reimers, and Nancy Whitman for their service to the citizens of Carmel-by-the-Sea

### PUBLIC APPEARANCES

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### ANNOUNCEMENTS

- A. City Administrator Announcements
- B. City Attorney Announcements
- C. Councilmember Announcements

### CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members

of the Council, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. Approve October 28, 2019 Special Meeting Minutes, November 4, 2019 Special Meeting Minutes, November 5, 2019 Meeting Minutes and November 19, 2019 Special Meeting Minutes as presented.
2. Monthly Reports for October: 1.) City Administrator Contract Log; 2.) Community Planning and Building Department Reports; 3.) Police, Fire, and Ambulance Reports; 4.) Public Records Act Requests, and 5.) Public Works Department Report
3. October 2019 Check Register Summary
4. Adopt Resolution 2019-083, authorizing the City Administrator to execute Amendment #1 to the Master Program Funding Agreement between the Transportation Agency for Monterey County and the City of Carmel-by-the-Sea
5. Adopt Resolution 2019-084 establishing the meeting dates of the City Council for calendar year 2020.
6. Adopt Resolution 2019-085 authorizing the purchase of a Community Activities Cargo Van from Cypress Coast Ford
7. Adopt Resolution 2019-086 authorizing the City Administrator to execute Change Order No. 2 to the On-Call, As-Needed Tree Services Contract with West Coast Arborists for a total not-to-exceed fee increase of \$25,000.
8. Adopt Resolution 2019-087 approving the Memorandum of Understanding (MOU) between the City of Carmel-by-the Sea General Employees Union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO; and the City of Carmel-by-the-Sea Management Employees Union - an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding.
9. Adopt Resolution 2019-088 authorizing the City Administrator to execute a Professional Services Agreement with Nichols Consulting Engineers, for a not-to-exceed fee, including contingency, of \$132,899, for the Scenic Pathway Renovation Project
10. Adopt Resolution 2019-089, authorizing the City Administrator to Execute a 3-year Professional Services Agreement with Applied Marine Sciences for Microbial and Copper Source Tracking to meet State Requirements for Areas of Special Biological Significance.
11. Adopt Resolution 2019-090 authorizing the City Administrator to execute an agreement for the purchase of six emergency radios for the fire department as identified in the FY 2019/20 budget as a Capital Improvement.
12. Adopt Resolution 2019-091, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Surveillance Grid Integration, in the amount of \$20,589, to install video processors and wall monitors for the Security Pole Camera Project.
13. Adopt Resolution 2019-092 approving the Memorandum of Understanding (MOU)



between the City and Carmel-by-the-Sea Police Officers Association for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding and adopt the Police Officers Association classifications salary plan in accordance with Municipal Code 2.52.520.

## **ORDERS OF BUSINESS**

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

## **PUBLIC HEARINGS**

- 14.** Ordinance 2019-002 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and adopt Resolution 2019-077 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.
- 15.** Introduce Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts.

## **FUTURE AGENDA ITEMS**

## **ADJOURNMENT**

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Britt Avrit, MMC  
City Clerk

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

December 3, 2019  
EXTRAORDINARY BUSINESS

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

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

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** Employee Introductions: Sara Davis and Giuliano Picciuto

## RECOMMENDATION:

That the City Council welcome the new employees to the City of Carmel-by-the-Sea team.

## BACKGROUND/SUMMARY:

Introduction of two new Public Works Department employees by Director Robert Harary:

- Sara Davis, City Forester
- Giuliano Picciuto, Tree Care Specialist

## FISCAL IMPACT:

These positions were included in the Council-approved Fiscal Year 2019/20 Budget.

## PRIOR CITY COUNCIL ACTION:

None

## ATTACHMENTS:

**Summary of League of California Cities Conference and Expo  
Long Beach Convention Center Long Beach, California  
October 16 - 18, 2019**

**Wednesday, October 16, 2019**

**Mayors & Council Members Department Meeting:**

Discussion focussed on CalPERS.

- Advice: Pay forward some of your CalPERS obligation
- Mange and stay on top of these costs
- Will last a decade or decade & 1/2 until after 2014 hired employees - PEPRAs employees - then obligation will go down

**Opening General Session:**

Keynote speaker: John Martin, CEO and Managing Partner, SIR Institute of Tomorrow

TOPICS: Trends, Diversity Shifts, Financial - Wealth Gap, Population Shift, Workforce, Shifting Technology, New Generation, The New Business Ethos, Your own Leadership

**When Wildfire Strikes - What to Expect and How to Prepare**

Relationships are key. Communication with the various agencies, fire, police, CAL Fire should already be somewhat connected to the city's response teams  
Identify several safe areas, if evacuation is not possible

Educate the Public

Communication is the greatest challenge in a large "event"

**In Paradise, the fire moved one football field/second!**

**Thursday, October 17, 2019**

**ABC's of Safety, Communication and Large Events**

"If you haven't changed the way you oversee an event organization - probably not doing enough" (conversation based on Riverside Festival of Light event)

Relationships are Key - Communication

Public Safety & Events;

1. Long Term Planning
2. Policy and direction
3. Fiscal Accountability
4. Problem Solving

Have 'zero' response time for police and fire

Layer police security - Police are to be HIGHLY visible

Have a Command Center - includes a dispatch

Page 2                      LOCC Cities Conference Summary    10/16 - 10/18/19

### **General Session**

Beacon Awards (recognized several innovative ideas and projects)

Featured Speaker: Stephen Goldsmith, Daniel Paul Professor of the Practice of Government and the Director of the Innovations in Government Program, Harvard's Kennedy School of Government.

"What is the vision we want to accomplish in our city? " When we understand that, we can come up with the plans....

Areas for consideration: Operational Efficiency, Data Driven Governance, Cross-Sector Collaboration, Planning & Engineering, Civic Inclusion.

### **Friday, October 18, 2019**

#### **Death, Taxes and Other Unavoidables: A Municipal Finance Update**

Note: The conference Ap has all of the slides used in this presentation

Expect moderate growth in 2021 - 2022

Questions that should be asked:

1. Do you have policy in your reserve? Think of risk levels
2. The California Municipal Financial Health website can be helpful, [californiafinance.com](http://californiafinance.com)

Policies. think through how to use funds - short term borrowing - etc. unfunded liabilities - various types of financing - Long Range Financial Policy Plan that looks at sales tax, sophisticated look at employee needs, to be able to plan. Suggests Multi Year Budge Forecasting

Pension Obligation Bonds:

Warns against them - risk. Makes a city less financially stable - get objective advice. Refinance it - not a Bond.

PERS: 115 Trust, secures for pension - reserving funds, committed

#### **Let's Talk Shop: How Are You Managing Adult Use Cannabis?**

It was noted by our Mayor, who was on the panel, that Carmel does not have a Cannabis store in the City Limits.

Some of the discussion centered around bringing the illegal operations into compliance. Working to create ordinances that can work for the communities and be enforced.

Additional information and notes about all of the workshops are available in the Administration Office of Carmel-by-the-Sea

Submitted by: Janet Reimers, Carmel-by-the-Sea Council Member    11/12/19



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

December 3, 2019  
CONSENT AGENDA

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

**SUBMITTED BY:** Chip Rerig, City Administrator

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** Approve October 28, 2019 Special Meeting Minutes, November 4, 2019 Special Meeting Minutes, November 5, 2019 Meeting Minutes and November 19, 2019 Special Meeting Minutes as presented.

## RECOMMENDATION:

Approve October 28, 2019 Special Meeting Minutes, November 4, 2019 Special Meeting Minutes, November 5, 2019 Meeting Minutes and November 19, 2019 Special Meeting Minutes as presented.

## BACKGROUND/SUMMARY:

The City Council routinely approves the Minutes of its meetings.

## FISCAL IMPACT:

None for this action.

## PRIOR CITY COUNCIL ACTION:

None for this action.

## ATTACHMENTS:

October 28, 2019 Special Meeting Minutes  
November 4, 2019 Special Meeting Minutes  
November 5, 2019 Meeting Minutes  
November 19, 2019 Special Meeting Minutes

**CITY COUNCIL SPECIAL MEETING  
Monday, October 28, 2019  
2:30 PM**

**CALL TO ORDER AND ROLL CALL**

Mayor Potter called the meeting to order at 2:34 p.m.

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

**PUBLIC APPEARANCES**

None

Mayor Potter adjourned the meeting to Closed Session at 2:35 p.m.

**CLOSED SESSION**

**Item A:** Conference with Labor Negotiators Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Maxine Gullo, Assistant City Administrator  
Employee Organization: General and Management

Mayor Potter reconvened the meeting at 2:54 p.m.

The City Administrator stated the City Council met in Closed Session and discussed Item A listed on the agenda and gave direction to staff with no reportable action.

**ADJOURNMENT**

Mayor Potter adjourned the meeting at 2:55 p.m.

APPROVED:

ATTEST:

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Dave Potter, Mayor

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Britt Avrit, MMC  
City Clerk

**CITY COUNCIL SPECIAL MEETING**  
**Monday, November 4, 2019**  
**4:30 PM**  
**TOUR**

**Tour Time 3:00 p.m.**

Tour - regarding consideration of Mills Act Historical Property Contract (MA 19-246, DiGirolamo-Morshead) for a historic resource known as the Albert Henry Hill House located at Lopez Avenue 3 northwest of Fourth Avenue

**CLOSED SESSION TIME 3:30 p.m.**

**CALL TO ORDER AND ROLL CALL**

Mayor Potter called the meeting to order at 3:01 p.m.

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

Council Member Baron stated he would not be attending the Tour of Inspection due to the proximity of the property involved to his home.

Mayor Potter adjourned the meeting to the Tour of Inspection followed by Closed Session at 3:02 p.m.

**TOUR OF INSPECTION**

**CLOSED SESSION**

Mayor Potter reconvened the meeting at 4:36 p.m.

**PLEDGE OF ALLEGIANCE**

City Attorney Brian Pierik

**PUBLIC APPEARANCES**

None

**CLOSED SESSION**

**Item A:** Conference with Labor Negotiators (§54957.6) Agency Designated Representative: Maxine Gullo, Assistant City Administrator. Employee organization: POA, Ambulance, General and Management.

**Item B:** Conference with Legal Counsel – Anticipated Litigation (§ 54956.9)(b) Case Name Unspecified - Two Cases



**Item C:** Conference with Real Property Negotiators (§ 54956.8). Property: 25800 Hatton Road. Agency Negotiators: Director of Contracts & Budgets Sharon Friedrichsen, and Director of Public Works Robert Harary. Negotiating Parties: Prospective Residential Curators 1 and 2. Under Negotiation: Terms and Conditions for New Residential Curatorship) Lease

**Item D:** Conference with Legal Counsel – Existing Litigation (§ 54956.9)(d)(1) Case Name: Foremost Insurance Company v. City of Carmel-by-the-Sea, Case No. 19CV003654

## **ORDERS OF BUSINESS**

**Item 1:** Discussion on draft amendments to the City's Residential Zoning Code and Design Guidelines.

Director of Planning & Building Marc Weiner provided the staff report for this item.

Addressing the City Council on this item:

Don Goodhue  
Lynn Ross  
Sue McCloud

Discussion among the City Council and staff included discussion of lot mergers, lot merger bonuses, owner-occupied accessory dwelling units, exterior lighting, garage setbacks, garbage enclosures, retaining the simple design and simple cottages as it relates to homes and ensuring the design fits in the forest. Additional discussion included creatively preserving existing housing stock, incentivizing new construction and the need for the Coastal Commission's approval.

**Item 2:** Status Report for the Police Building Renovation Project.

Director of Public Works, Bob Harary provided the status report for this item.

Addressing the City Council on this item:

Richard Kreitman

Discussion among the City Council and staff included discussion of Planning Commission's approval and discussion of the handicap ramp.

**Item 3:** Consideration of an Encroachment Permit (EN 19-152, CPines 7, LLC) application for a hydraulic driveway ramp with safety warning gates extending along the sidewalk, and two second-story balconies that extend beyond the front property line above the adjacent sidewalk. The encroachments are associated with a proposed new mixed-use building in the Service Commercial (SC) Zoning District located on Dolores Street two southeast of 7th Avenue.

Council Member Reimers recused herself due to the proximity of the property involved to property her family owns and left the dais at this time.

Director of Planning & Building Marc Weiner provided the staff report for this item.

**Item 3 Continued...**

The Applicant discussed the history leading up to proposing the ramp and discussed how he anticipates the ramp working with the sidewalk and potential use of strobe lights as opposed to beeping. The architect for the project discussed the design of the ramp as a safety feature and discussed the intent of the inclusion of balconies in the design.

Addressing the City Council on this item:

Christine Kemp  
Kristy  
Brian Trollington  
Sue McCloud

Discussion among the City Council and staff included discussion of the impact on the parking and the Use Permit for the restaurant 7th and Delores and the seven standards associated with encroachment permit listed in the Staff Report.

On a motion by Mayor Potter and seconded by Council Member Baron, the City Council denied the Encroachment Permit (EN 19-152) application subject to the Findings for Denial listed in Attachment 2 of the Staff Report, including denial of the hydraulic ramp and balconies, by the following vote:

Discussion took place regarding the balconies in the proposed permit and possibly allowing the balconies and denying the ramp.

Council Member Baron, as the Council Member who seconded the motion stated he would not support an amended motion to allow the balconies.

Director of Planning & Building Marc Weiner discussed existing structures that encroach and are legal non-conforming, stated new construction should conform to setback requirements and stated these balconies would extend beyond the property line.

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

Council Member Reimers returned to the dais at this time.

**Item 4:** Receive Verbal Report from Sunset Cultural Center.

Christine Sandin, Executive & Artistic Director Sunset Cultural Center, Inc. provided the report for this item.

Discussion among the City Council and staff included discussion of the endowment fund provided for in the agreement.

## **PUBLIC HEARING**

**Item 5:** Consideration of a recommendation to the City Council to approve a Mills Act Historical Property Contract (MA 19-246, DiGirolamo-Morshead) for an existing historic residence known as the Albert Henry Hill House located on Lopez Ave 3 northwest of Fourth Avenue.

Council Member Baron recused himself due to the proximity of the property involved to where he lives and left the dais at this time.

Senior Planner, Mami Waffle provided the staff report for this item.

Mr. DiGirolamo provided the history of the architecture for the home.

Addressing the City Council on this item:  
Richard Kreitman

On a motion by Mayor Pro Tem Richards and seconded by Council Member Reimers, the City Council approved the Mills Act Historical Property Contract (MA 19-246, DiGirolamo-Morshead) for a historic resource known as the Albert Henry Hill House located on Lopez Ave 3 northwest of Fourth Avenue, by the following vote:

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

## **ADJOURNMENT**

Mayor Potter adjourned the meeting at 6:58 p.m.

APPROVED:

ATTEST:

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Dave Potter, Mayor

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Britt Avrit, MMC  
City Clerk

**REGULAR MEETING**  
**Tuesday, November 5, 2019**  
**OPEN SESSION**  
**4:30 PM**

**CALL TO ORDER AND ROLL CALL**

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

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

**PLEDGE OF ALLEGIANCE**

Mayor Potter

**EXTRAORDINARY BUSINESS**

**Item A:** Monterey Regional Airport Update

**Item B:** Monterey Bay Community Power Presentation

**PUBLIC APPEARANCES**

The following members of the public spoke:

Karen Ferlito

Ellen Gannon

Paul Rodriguez

Richard Kreitman

**ANNOUNCEMENTS**

**Item A:** City Administrator Announcements

The City Administrator discussed recent hack of Carmel Police Officers Association Facebook site and announced the City received a Certificate of Achievement from the Government Finance Officers Association (GFOA) for the City's Comprehensive Annual Financial Report (CAFR).

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

The City Attorney stated the City Council met in Closed Session on November 4, 2019 and authorized and approved payment to settle with 27 current and former members of the Police Officers Association (POA) for \$627,904 for the period 9-14-14 through 9-10-19 based on the Federal Fair Labor Standards Act (FLSA) to properly calculate the FLSA regular rate of pay and overtime calculations.

**Item C:** Councilmember Announcements

Council Member Baron discussed an upcoming meet and greet event and stated the Climate Change Committee will be meeting November 20th in Council Chambers from 4:00 p.m. – 6:00 p.m.

**Item C:** Councilmember Announcements continued...  
Council Member Reimers thanked staff for the Halloween Parade, stated her report from her attendance at the League of California Cities Annual Conference will be provided in December, and discussed her concerns with planting a tree at a business on Delores.

Council Member Theis discussed recent Recycling Waste Characterization Study conducted by Monterey Regional Waste Management District, specifically the progress made by the City with regard to recycling efforts.

Mayor Potter discussed an item being heard by the City of Monterey City Council, stated he intends to attend the meeting and may need to leave the City Council meeting early.

### **CONSENT AGENDA**

Item No.'s 8 and 9 were pulled for separate discussion.

Council Member Reimers requested clarification regarding funds related to Item No. 4.

On a motion by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council approved the Consent Agenda with the exception of Item No. 's 8 and 9, by the following vote:

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

#### **Item No. 8**

Council Member Reimers discussed her concerns with losing control of the City's zoning rules and housing; concerns with taking state funds for the City's needs and being tied to the State's agreement; believes staff can handle the feasibility study without the state watching how the funds are used and read portions of the agreement from the staff report.

Staff provided clarification and stated the funds will be used for feasibility studies, will not amend the Zoning Ordinance or approve housing developments and provides funding to look at the barriers to affordable housing.

Council Member Theis further clarified the Grant provides the funds needed to hire someone to handle the feasibility study and to do the assessment of housing needs so as not to impact staff.

The City Administrator stated the feasibility studies could be used to analyze natural barriers to housing in the village other than land values including who the housing should be provided for.

Addressing the City Council on Consent Agenda Item No. 8:

Richard Kreikman  
Michael LePage

On a motion by Council Member Baron and seconded by Council Member Theis, the City Council approved Consent Agenda Item No. 8, by the following vote:

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

Item No. 9

Council Member Theis discussed number 8 in the proposed policy, and suggests roping off the Memorial during events on Ocean Avenue and suggests telling event coordinators no sitting/standing on the Memorial during their events.

Addressing the City Council on Consent Agenda Item No. 9:

Richard Kreitman  
Paul Rodriguez  
Brian Andrus  
Michael LePage  
Mike Brown

On a motion by Council Member Theis and seconded by Council Member Reimers, the City Council approved Consent Agenda Item No. 9 as amended; adding to number 8 that there is either roping off or signage added to prevent and ward off people from sitting or standing on the War Memorial, by the following vote:

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

**Item 1:** Approve the October 7, 2019 Special Meeting Minutes and the October 8, 2019 Regular Meeting Minutes as presented.

**Item 2:** Monthly Reports for September: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report

**Item 3:** September 2019 Check Register Summary

**Item 4:** Adopt Resolution 2019-076 accepting the completion of the Wireless Indoor Access and the Fiscal Year 2018-2019 Sidewalk Repair projects and authorizing the carryover of funds for the Ocean Avenue Median Lights and World War Monument Restoration projects to Fiscal Year 2019-2020.

**Item 5:** Adopt Resolution 2019-078 delegating authority to the City Administrator or Assistant City Administrator to act on behalf of the City of Carmel-by-the-Sea in matters related to the CSAC (California State Association of Counties) Insurance Authority.

**Item 6:** Adopt Resolution 2019-079, authorizing Free Use Days of the Sunset Center Theater and Lobby for Carmel Unified School District, AIM Youth Mental Health and Carmel Public Library Foundation.

**Item 7:** Adopt Resolution 2019-080, recognizing unanticipated revenue from the CalRecycle FY 2019-2020 Beverage Container Recycling Grant and approving a budget amendment of \$120,364 to the Fiscal Year 2019-2020 Adopted Budget.

**Item 8:** Adopt Resolution 2019-081, authorizing application for, and receipt of, SB 2 Planning Grants Program (PGP) Funds.

**Item 9:** Adopt Resolution 2019-082, adopting a War Memorials Policy to address the care, maintenance and treatment of the City's war memorials.

## **ORDERS OF BUSINESS**

**Item 10:** Receive presentation from the Monterey Peninsula Housing Coalition and provide feedback.

Council Member Baron along with Tyler Williamson provided the presentation for this item.

Addressing the City Council on this item:

Karen Ferlito  
Michael LePage  
Hans Buder  
Heidi Anderson-Spicer

Discussion among the City Council and staff included discussion of reaching out to Monterey's Hospitality Association regarding similar studies being done and collaborating with nonprofits and various organizations that provide housing.

***Mayor Potter requested Item No. 13 be heard be discussed at this time, followed by Item No. 14.***

## **PUBLIC HEARINGS**

**Item 13:** An Urgency Ordinance extending an Urgency Ordinance for a period of one year, establishing a program to regulate and permit sidewalk vending pursuant to California Senate Bill 946.

Director of Planning & Building, Marc Weiner provided the staff report for this item.

Discussion among the City Council and staff included discussion of people "sitting on permits" and the lack of data for the permits currently issued. Additionally, the Council noted Staff recommends scheduling time in the coming months to study the issues and regulations associated with the program and further discussed the importance of public health, safety and welfare with regard to sidewalk vendors.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council adopted Urgency Ordinance 2019-005 extending an Urgency Ordinance for a period of one year, establishing a program to regulate and permit sidewalk vending pursuant to California Senate Bill 946, by the following roll call vote:

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

**Item 14:** Introduce Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts.

Council Member Theis recused herself due to the perceived conflict of interest that she has because she is the owner of an Inn and left the dais at this time.

Council Member Reimers recused herself due to her family having a short-term rental permit and left the dais at this time.

Director of Planning & Building, Marc Weiner provided the staff report for this item.

Addressing the City Council on this item:

Heidi Anderson-Spicer  
Jenny MacMurdo  
Jessica Schmidt  
Richard Kreitman  
George Mederos  
Ellen Gannon  
Karen Ferlito  
Diane Singer  
Kent Ipsen  
Vince Brigantino

Mayor Potter discussed the origin of the Ordinance which was due to Council's concern in maintaining the City's housing component.

Mayor Pro Tem Richards stated the Ordinance was built on the different conversations that took place regarding short term rentals. Additionally he discussed his concerns with landlords kicking renters out if the ordinance retains the original 6-month parameters.

Mayor Pro Tem Richards made a motion to accept the Ordinance as presented.

Council Member Baron discussed the Council's previous discussion related to Council's concerns with landlords kicking out long term renters in favor of short-term renters and discussed going from one extreme to the other. Council Member Baron requested continuing the item and changing the verbiage from perpetuity to a 20-30 year sunset clause.

Mayor Potter asked staff if there could be a way to amortize the investments made by people who currently hold short-term rental permits and discussed his preference to have staff analyze not having current permit owners lose their investment and the City not losing the affordable housing stock; supports a continuance of the item and made a point to mention the Council has worked hard to ensure the concerns of the community are included.



**Item 14 continued...**

Council Member Baron clarified the motion with direction to staff to come back with a 30-year sunset clause leaving the public hearing open.

Mayor Pro Tem Richards stated he is not supportive of a continuance because the Coastal Commission has approved the Ordinance, the Council is ready to go and expressed his concerns with more permits being issued.

The City Administrator discussed voting on the Ordinance as presented to the Council or directing staff to come back with an amortization period.

The City Attorney discussed adopting the Ordinance this evening and amending the ordinance in the future.

Mayor Pro Tem stated adoption of the Ordinance as presented stops more short term rental permits being issued.

The City Attorney read the Ordinance title at this time.

On a motion by Mayor Pro Tem Richards and seconded by Mayor Potter, the City Council as currently comprised, voted to introduce Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts.

Before taking the roll call vote, Council Member Baron requested clarification regarding passing the ordinance as presented with the perpetuity clause and in six months, amending the Ordinance and revoking the perpetuity clause and how that will impact those holding permits.

The City Attorney stated he will need to research the issue as he will need to determine the impact on permit holders if the Council, in the future, changed perpetuity to something less than perpetuity. The City Attorney offered two other options, continue the item to the next meeting or direct staff to come back with an ordinance with a time limit.

Mayor Potter stated he is supportive of the amortization suggestion.

At this time Council Member Baron stated he would vote NO on the current motion.

The motion failed and no other roll was taken as the Ordinance must pass unanimously due to the current composition of the Council.

On a motion by Council Member Baron and seconded by Mayor Potter, the City Council voted to direct staff to come back with an ordinance at the next meeting such that the permits that have already been granted be amortized out over a period of time to be determined by staff.

Mayor Pro Tem stated this means more permits can be issued tomorrow.

**Item 14 continued...**

Council Member Baron stated it is one more month of permits and this is a price he is willing to pay to amortize the current existing units over an extended period of time.

Mayor Pro Tem Richards stated if he votes no the item would not pass.

The City clerk conducted a roll call vote with the following results:

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

Mayor Potter requested a recess and left the meeting at this time

Mayor Pro Tem reconvened the meeting at 7:11 p.m.

Council Members Reimers and Theis returned to the dais at this time.

**ORDERS OF BUSINESS**

**Item 11:** Review proposed written arguments in favor of the City's Ordinance to increase the transactions and use tax to 1.5% for 20 years and provide direction to staff to finalize the City Council's argument; determine the authors of the City Council's argument in favor of the Ordinance; and determine the authors to whom each member of the City Council will release their rebuttal argument to, if needed.

Director of Budgets and Contracts, Sharon Friedrichsen provided the staff report for this item.

Discussion among the City Council and staff included clarification of who may sign the argument in favor and discussion regarding the City Council's preferred language for the Argument in Favor.

The City Council gave direction to staff to make the recommended changes while Item No.'s 12 and 15 on the agenda are considered and return with the revised Argument following completion of Item No. 15.

**PUBLIC HEARINGS**

**Item 12: *The following item will be continued to December 3, 2019:***

Introduce Ordinance 2019-002 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and adopt Resolution 2019-077 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

**Item 12 Continued...**

On a motion by Council Member Reimers and seconded by Council Member Theis, the City Council continued this item to the December City Council meeting, by the following vote:

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

**Item 15:** Consideration of an Appeal (APP 19-348) application of the Planning Commission's decision to deny a Use Permit (UP 19-304) to allow for the establishment of a Cosmetic Store, Royal Bee, located on Dolores, 4 SW of Ocean in the Central Commercial (CC) Zoning District.

Council Member Reimers recused herself due to the proximity of property she owns to the location involved with the appeal and left the dais at this time.

Director of Planning & Building, Marc Weiner provided the staff report for this item.

Discussion among the City Council and staff included discussion of what happens to the business if the appeal is denied, the number of times Code Compliance has visited the store, the amount of skin care products in the store, the 'stations' in the store and inviting individuals to sit in the chairs at the stations which indicate the store is a cosmetic store.

The appellant provided information regarding his business and the practices of the employees.

On a motion by Council Member Theis and seconded by Council Member Baron, the City Council denied the appeal (APP 19-348) subject to the findings for denial found in the staff report, by the following vote:

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

**ORDERS OF BUSINESS**

**Item 11 Continued:**

Director of Budgets and Contracts, Sharon Friedrichsen provided the Council with the revised Argument in Favor as directed.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Reimers, the City Council approved Argument in Favor, Option 6 as amended and authorized all five members of the City Council to sign the Argument in Favor, by the following vote:

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

**FUTURE AGENDA ITEMS**

Council Member Baron discussed the previous design guidelines item and requested agendaing an item to discuss potentially having an architect represent the City's interest for the design review guidelines discussion in the future.

**ADJOURNMENT**

Mayor Pro Tem Richards adjourned the meeting at 8:34 p.m.

APPROVED:

ATTEST:

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Dave Potter, Mayor

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Britt Avrit, MMC  
City Clerk

**CITY COUNCIL SPECIAL MEETING - WORKSHOP**  
**Tuesday, November 19, 2019**  
**Sunset Cultural Center, Carpenter Hall located at San Carlos St and 9th Ave, Carmel-by-**  
**the-Sea, CA 93921**  
**9:00 AM**

**CALL TO ORDER AND ROLL CALL**

Mayor Potter called the meeting to order at 9:02 a.m.

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

**PUBLIC APPEARANCES**

Dale Byrne

**ORDERS OF BUSINESS**

**Item 1:** Workshop with City Council to discuss establishing a Strategic Plan

**ADJOURNMENT**

Mayor Potter adjourned the meeting at 3:15 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter, Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk



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

December 3, 2019  
CONSENT AGENDA

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

**SUBMITTED BY:** Britt Avrit, City Clerk

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** Monthly Reports for October: 1.) City Administrator Contract Log; 2.) Community Planning and Building Department Reports; 3.) Police, Fire, and Ambulance Reports; 4.) Public Records Act Requests, and 5.) Public Works Department Report

## RECOMMENDATION:

Review and receive monthly reports.

## BACKGROUND/SUMMARY:

This is a monthly series of reports.

## FISCAL IMPACT:

None.

## PRIOR CITY COUNCIL ACTION:

Monthly approvals.

## ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log
- Attachment #2 - Community Planning & Building Report
- Attachment #3 - Police, Fire & Ambulance Report
- Attachment #4 - Public Records Act Request Logs
- Attachment #5 - Public Works Report
- Attachment #5A - PW Forester's Report for October

**CITY ADMINISTRATOR CONTRACT LOG**

Nothing to report for October, 2019



# CITY OF CARMEL-BY-THE-SEA Monthly Report

October 2019

Community Planning and Building Department

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	<b>Marc Wiener, Community Planning and Building Director</b>
<b>SUBMITTED ON:</b>	November 22, 2019
<b>APPROVED BY:</b>	Chip Rerig, City Administrator

## OCTOBER 2019 – DEPARTMENT ACTIVITY REPORT

### I. PLANNING APPLICATIONS:

In October of 2019, 46 planning permit applications were received.

### II. BUILDING APPLICATIONS/INSPECTIONS:

In October of 2019, 71 Building Permit applications were received.

### III. CODE COMPLIANCE CASES:

In October of 2019, 28 new code compliance cases were initialized.

### IV. ENCROACHMENT APPLICATIONS:

In October of 2019, 45 encroachment permit applications were received.

### V. YEAR-TO-DATE TRENDS

Table 1 includes the October 2019 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to October 2018 totals. As shown in the table, in 2019 there was a **19% increase** in planning permit applications, a **26% increase** in building permit applications, **25% increase** in code compliance cases, and a **43% increase** in encroachment permit applications compared to the same period 2018.

**Table 1**

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
<b>2018 Totals</b>	380	507	278	147
<b>2019 Totals</b>	452	639	348	210
<b>% Difference</b>	+19%	+26%	+25%	+43%





## Planning Permit Report

10/01/2019 - 10/31/2019

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
19455	Design Study	The approval of this Design Study authorizes the reduction and reorganization of site coverage in the front setback. The existing site contains 556 square feet of site coverage improvements and the project proposes a 5 square foot reduction in site coverage resulting in 551 square feet in coverage for the site.	Carmelo, 2 SW of 11th	10/31/2019	11/19/2019	Approved
19454	Landscape Plan Check/Inspection	Remove and replace existing landscaping and site coverage on Mission Street frontage. Plumbing permit required for the outdoor gas fire place. Refer to plans prepared by Scott Design Associates dated received October 30, 2019 and stamped approved by the Planning Department.	P. O. Box 4739, Carmel, CA 93921	10/30/2019	11/19/2019	Approved
19453	Authorized Work	Repair of rotted fence posts and replacement of damaged rails on south & west fence lines. Repair and replace termite damaged fascia on front & side of garage roof line. No design changes or elevational changes. Fence to remain within height restrictions of 6'.	San Antonio, 4 SW of 2nd	10/30/2019	10/30/2019	Approved
19452	Design Study	New french doors to replace existing window at east elevation. New dutch entrance door. Replace existing posts at porch and build new gable roof at entry and french doors.	Monte Verde, 4 SW of 13th Avenue	10/29/2019		In Review

19451	Preliminary Site Assessment	Add bedroom, remodel kitchen, remodel bathroom, move HVAC and move garage.	Torres, 5 NE of 8th Avenue	10/29/2019		In Review
19450	Variance	Variance to allow plate heights to exceed maximum allowed height due to site constraints; to be supported by planning staff. See attached justification letter.	Monte Verde, 2 SW 2nd Avenue	11/12/2019		In Review
19449	Authorized Work	Replace rotted rails & post of existing fence line with like materials. No design change. No elevation changes & remaining within height restriction (6').	San Antonio, 3 SW of 2nd	10/28/2019	10/28/2019	Approved
19448	Design Study	Change exterior materials from wood shingle to stucco.	Camino Real, 2 SW of 12th	10/28/2019	11/13/2019	Approved
19447	Historic Evaluation	Demolition of 2 bathrooms & kitchen, new plumbing. rewire house, add recess lighting, new 100 amp panel, new bath & kitchen window, new tile and bathroom fixtures.	Mission Street, 3 NW of Vista	10/28/2019		In Review
19446	Design Study	Reconstruct front porch, remove and/or replace windows and doors.	Mission Street, 3 NW of Vista	10/28/2019		In Review
19445	Business License	Business License ~ Name change from Mission Jewelry to Jarilyn's Jewelry & Fine Art	Mission Street, 3 SW of 5th Street	10/28/2019		Approved
19444	Authorized Work	Cut away ivy from 23 feet of 6 foot tall basket weave fencing. Remove and replace posts with new, remove and dispose old fencing and gate. Replace basket weave fencing with 6' tall grape stake fencing and gate.	Dolores Street, 2 NE of 10th Avenue	10/25/2019	10/25/2019	Approved
19443	Preliminary Site Assessment	Preliminary Site Assessment. Major remodel & addition to the existing house.	Monte Verde, 2 NE of Santa Lucia	10/25/2019		In Review
19442	Design Study	Design study. Installation of new iron fence	SEC of 11 & Camino Real	10/24/2019		In Review
19441	Design Study	Track 1 Major	Santa Fe, 2 NE of Mountain View	10/24/2019		Corrections Required
19440	Design Review	Storefront facade modifications to Suites #101 & #103. Facade material updates, two added fabric awnings and select new glazing per the Carmel Plaza storefront design guidelines	Carmel Plaza - Ocean Avenue & Mission, Carmel, CA 93921	10/24/2019		Corrections Required

19439	Design Study	Extend existing front yard fence at the northwest corner of the yard by 7' to enclose outdoor living space. Add gate at the northeast corner of the residence to enclose the outdoor living space. All new fencing will match existing conditions.	SEC of Carmelo and 13th	10/23/2019	10/23/2019	Approved
19438	Historic Evaluation	Historic Determination - Staff Level	Guadalupe Street, 4 SW of 2nd Avenue	10/23/2019		In Review
19437	Bench Dedication	Bench dedication in Mission Trail Park IOH Donna Frantz Greenfield	Mission Trail Park	10/22/2019		In Review
19436	Preliminary Site Assessment	Preliminary Site Assessment: - Remodel and restore existing 757 sf single-story residence; construct new addition and provide new 439 sf roof deck and storage closet. See attachment with full project description.	San Antonio, 3 SE of 4th	10/22/2019		In Review
19435	Sign	Minor alteration to existing brass plate door sign, removing a wealth advisor business name from the sign, but leaving the sign's material, dimensions and location the same as the original approved sign.	Mission Street, 2 NW of 8th Avenue, #9, (Heather Glen Court)	9/25/2019	10/18/2019	Approved
19434	Authorized Work	Construction of 31 linear feet of fence along the southeast property line. The 16 linear foot portion of the fence behind the front setback is proposed to be 71 inches tall and not to exceed 6 feet in height maximum. The fence will be redwood with pressure treated posts.	Perry Newberry, 2 SW of 4th Avenue	10/17/2019	10/17/2019	Approved
19433	Authorized Work	Replacement of an existing wood window with a new wood window in the same footprint. Existing and proposed window dimensions will be 6' x 5'.	Santa Fe, 3 SW of 4th Avenue	10/17/2019	10/17/2019	Approved
19432	Banners	Install banners along Harrison Memorial Library for the CPLF annual campaign from November 4th to January 20th.	NE Corner Lincoln & Ocean	10/17/2019		In Review
19431	Business License	This business license authorizes the use of a 3,702 space by a commercial business located in the Central Commercial (CC) Zoning District, offering the following goods and services: Primary Use: This use is classified as a Full-Line & Specialty Restaurant (NAICS 722110): Approval of this permit	Carmel Plaza, NE Corner of Mission Street & Seventh Avenue	10/16/2019	10/31/2019	Approved

		authorizes the establishment of a full-line and specialty restaurant selling a full line of prepared food and drinks for on-site consumption using non-disposable plates, glasses and utensils. This use is permitted as per Use Permits UP 11-14 (Fink) and UP 19-344 (Rise + Roam).				
19430	Sign	Sign. Synergy One Lending	Dolores Street, 2 SW of 7th, Unit E	10/16/2019	11/6/2019	Approved
19429	Use Permit	Use Permit - Parking garage	Dolores Street, 2 SE of 7th	10/15/2019		In Review
19428	Design Study	The extension of the top floor rear deck outward from the residence by 5 feet so that the west edge of the deck is even with the west edge of the two lower-floor decks. The new upper-floor deck will be 11 feet in depth (instead of the existing 6' in depth) but will maintain the existing width of 15'-10". The square footage of the upper deck will increase from 95 square feet to 200 square feet. This permit also authorizes the removal and re-construction of the two lower-floor decks with no change to the dimensions, location or height of each deck. Finally, the existing exterior stairs accessing the deck will be demolished and removed entirely.	Santa Fe, 3 SW of 4th Avenue	10/15/2019	11/1/2019	Approved
19427	Design Review	Commercial Design Review.	Dolores Street, 2 SE of 7th Avenue	10/15/2019		Corrections Required
19426	Design Study	Installation of a new 3' wide x 8'-6" long skylight on the roof ridge of the first-floor living room. The frame will be dark anodized aluminum.	SE corner of 10th and Junipero	10/15/2019	11/5/2019	Approved
19425	Design Review	Paint the exterior front and south side of the building containing Gallery Elite and Collector's Gallery. The main building will be painted "Greystone" and the trim will be painted "Malibu Beige". Paint chips are available for viewing at City Hall.	Northeast side of San Carlos, between 5th and 6th Avenue (Gallery Elite and Collector's Gallery).	9/24/2019	10/16/2019	Approved
19424	Design Review	Remove & replace spa. Remove ADA elevator & replace with ramp. Rework storage and landscape areas. Add fire pit and seating.	SW Corner of Junipero & 3rd	10/11/2019		In Review

19423	Business License	This business license BL 19-423 (The Erin Hanson Gallery) authorizes use of a existing retail space offering the following goods and services. a. Primary Use: This use is classified as a Art Gallery (NAICS 453920): i. This industry comprises establishments primarily engaged in retailing original and limited edition art works. Included in this industry are establishments primarily engaged in displaying works of art for retail sale in art galleries.	San Carlos Square, San Carlos Street between 5th & 6th, Unit 1	10/11/2019	10/15/2019	Approved
19422	Preliminary Site Assessment	Preliminary site assessment for track 2 remodel and addition with detached garafe.	Dolores Street, 2 SE 13th Avenue	10/10/2019	11/18/2019	Closed
19421	Authorized Work	Replace the existing grouted brick front walkway with a new flagstone front walkway. Flagstone will be set in concrete. The California Building Code requires that a level landing be maintained at the front entry door that is as wide as the door and 3 feet deep. The walkway can begin to slope after the 3-foot-deep level landing. The walkway is located on the property in the front yard. The walkway will be replaced in the same footprint. .	Lincoln Street, 2 SW of 2nd Avenue	10/10/2019	10/10/2019	Approved
19420	Business License	This business license is issued to the property owner(s) with a primary classification of NAICS 531110 (Lessor of Residential Dwellings and Buildings). Other goods or services not directly related to the authorizations listed in conditions #1, and #2 are prohibited unless a separate business license application is submitted to the City.2.This business license authorizes the use of a 450 square foot one story dwelling as a transient (short-term) rental unit that may be rented for a period of time that is less than 30 days. The number of units shall not be increased unless a separate application is submitted to the City.	San Carlos, 4 SE of 7th	10/4/2019	10/15/2019	Approved

19419	Design Study	This approval of this Design Study authorizes modification to a non-conforming fence which was constructed without design study approval.	NWC Dolores & 12th	10/7/2019	10/16/2019	Approved
19418	Bench Dedication	Bench Dedication: Location C - In Honor of Richard Allen	Scenic Road - near 9th Avenue	10/4/2019		In Review
19417	Sign	Sign. The Erin Hanson Gallery	San Carlos between 5th & 6th	10/4/2019	11/6/2019	Approved
19416	Sign	Sign: World Art Masters	Dolores Street, Between 5th & 6th Ave	10/3/2019	10/30/2019	Approved
19415	Design Study	Demo of existing structures & construction of new two story SFR with separate guest house	Casanova, 5 SE of 12th Avenue	10/3/2019		Corrections Required
19414	Historic Determination	Historic Determination	Lobos Street 2 SE of 3rd	10/3/2019	11/7/2019	In Review
19413	Business License	Home Business License: Next Day Appendices	Carpenter, 3 SE of 5th	10/3/2019		In Review
19412	Business License	This business license BL 19-412 (Carmel Home Collection, LLC) authorizes use of a commercial business space offering the following goods and services. a. Primary Use: This use is classified as a Home Furnishing Store (NAICS 442299): i. This U.S. industry comprises establishments primarily engaged in retailing new home furnishings	6th & Dolores Street, (Patterson Building), Suite #2	9/27/2019	10/7/2019	In Review
19411	Use Permit	Use Permit Amendment for Dolores, LLC. See Exhibit A.	Dolores, 3 SE of 7th	10/1/2019		In Review
19410	Business License	This business license authorizes the use of a two-story hotel located in the Single Family Residential (R-1) District offering the following goods and services: Primary Use: The Primary Use shall be classified as a Hotel (NAICS 721110): Engaged in providing short-term lodging to guests. Other goods or services not directly related to the authorizations listed in condition #1 are prohibited. The motel is considered a non-conforming use in the R-1 District	8th Street between Casanova & Monte Verde	10/1/2019	10/23/2019	Approved

		and is subject to the standards set forth in Carmel Municipal Code Section 17.36. If the motel use occupancy ceases for a period of more than six consecutive months, the motel use shall be considered abandoned and shall not be re-established.				

Total Records: 46

11/22/2019



## Building Permit Report

10/01/2019 - 10/31/2019

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
190638	8/22/2019	10/30/2019	Residential. remodel of an (e) detached garage. Remodel exterior siding, trim, and roofing materials to match the exterior materials of new house. Add egress door to the north wall. Contact: Masterwork Builders (831) 246-2578	0	Building	Camino Real 3.5 SE of 2nd
190637	10/31/2019	10/31/2019	Residential. Replace 40 gallon water heater with new Bradford-white 40 Gallon Heater. Contractor: A&R Plumbing (831) 394-7221	1,700	Plumbing	Torres 2 NW of 3rd
190636	10/31/2019		Residential. Installation of new solar panels and energy storage system. 3.78 KW; 12 panels of PV; 2 energy storage systems.	18,353	Electrical	Scenic 6 SE of 11th
190635	10/30/2019	11/4/2019	Residential. Plumbing additions and modifications associated with BP 19-633.	0	Plumbing	NW Corner Santa Fe & 6th
190634	10/30/2019	11/4/2019	Residential. Electrical additions and modifications associated with BP 19-633.	0	Electrical	NW Corner Santa Fe & 6th
190633	10/30/2019	11/4/2019	Residential. Bathroom update. New tub and valve, vanity sink & faucet, new toilet. Locations are the same for all fixtures. New tile surround for floor and new electrical layout. RV01 - Remodel powder room, move sink from garage to powder room and replace water heater with new tankless water heater. Contact: Paul Walchli Builder (831) 601-2230	40,000	Building	NW Corner Santa Fe & 6th



190632	10/30/2019	10/30/2019	Commercial. Replace decking in-kind and replace post with new pressure-treated post. Contact: Simons Construction Inc (831) 320-7062	17,000	Building	NW Corner Ocean & Monte Verde
190631	10/29/2019	10/29/2019	Residential. New arbor to support wisteria vines. Contact: Doug Campbell (831) 809-0655	1,500	Building	26152 Ladera Dr
190630	10/25/2019	10/25/2019	Residential. Remove comp and install 30 year shingles - Malarkey - Black. Contractor: D. Cooper Roofing (831) 455-9168	6,650	Roofing	Dolores 2 SE of 12th
190629	10/25/2019	11/21/2019	Residential. Interior remodel and addition of 100 sf to mast bedroom. Contact: Brad Slingerlend (303) 570-5108	150,000	Building	San Carlos 2 NW of Santa Lucia
190628	10/25/2019		Residential. Replace sewer lateral from house to city ROW. Install two way SRV and backwater valve. 811#: W929400319	7,200	Plumbing	Carpenter, 3 NE of 6th
190627	10/29/2019		Commercial. Remodel of existing office area and conference room into new evidence room. The relocation of existing electrical and communication equipment, ADA accessible upgrades.	800,000	Building	SE Corner Junipero & 4th
190626	10/24/2019	10/30/2019	Residential. Authorizes the installation of a new standing seam metal roof. The roof shall be the "Stone Gate" color as indicated on the material sample provided by "Universal Standing Seam." The project shall be consistent with the application received on September 23, 2019, except as modified by the Conditions of Approval. Contact: AR Gutters & Sheet Metal (831) 582-9029	26,600	Building	26145 Monte Verde Street
190625	10/24/2019		Residential. Remove existing wall fountain and pool and replace with masonry gal log fireplace	20,000	Plumbing	2970 Franciscan Way
190624	10/23/2019		Residential. Plumbing additions and modifications associated with BP 19-622.	0	Plumbing	25975 Mission St
190623	10/23/2019		Residential. Electrical additions and modifications associated with BP 19-622.	0	Electrical	25975 Mission St
190622	10/23/2019		Residential. Remodel 240 sf 2nd floor bedroom and bathroom. Enlarge dormer to allow for more usable space.	45,000	Building	25975 Mission St

190621			Commercial. Run new gas line to five commercial fixtures.	6,900	Plumbing	Mission 2 SW of 5th
190620	10/22/2019	10/22/2019	Residential. Install new Bryant 926TB42060R17 96% efficient furnace. 60,000 BTU furnace replacement in-kind and connect to existing duct work. Contact: R & S Heating & Sheet Metal (831) 641-0508	5,600	Mechanical	N Casanova 2 SW of 2nd
190619	10/22/2019	10/22/2019	Residential. Replacement of gas furnace in existing location. Contact: Rando AAA HVAC Inc (408) 299-0207	2,120	Plumbing	Lincoln 5 NE of 2nd
190618	10/22/2019	10/22/2019	Residential. Remove existing French door and replace with Andersen French Door. Non vinyl. Contractor: Home Depot USA Inc. 831. 200. 6238	0	Exempt Work	Santa Rita 2 SE of Ocean
190617	10/22/2019	10/30/2019	Residential. Install gas line for new barbeque and fire pit. Contact: Steven's Plumbing (831) 917-7065	1,600	Plumbing	Dolores 2 NE of 11th
190616	10/22/2019	10/22/2019	Residential. Run dedicated 3/4" gas line from gas meter to cook top. Surface mount on exterior of house. Contact: A & R Plumbing (831) 394-7221	2,500	Plumbing	Torres 4 NW of 3rd
190615	10/22/2019	10/22/2019	Residential. Remove (e) casework in dining room and bathrooms to facilitate painting. Paint all interior walls, ceilings, and trim. Refinish hardwood flooring in kitchen, living room, hall, and two bedrooms. Contact: Draper Construction (831) 521-6375	0	Exempt Work	25904 Ridgewood Road
190614	10/22/2019	11/4/2019	Residential. Reconstruction of interior guest bedroom and conversion to media room. Contact: Hare Construction (831) 655-9507	40,000	Building	5051 Lobos St
190613	10/21/2019	10/21/2019	Residential. Replace damaged 200 amp panel with new 200 amp panel. Contact: Cate Electrical Co Inc (831) 624-5361	2,500	Electrical	Casanova 2 SW of 9th
190612	10/21/2019	11/6/2019	Residential. Plumbing additions and modifications associated with BP 19-610.	0	Plumbing	Crespi 2 NW of Flanders
190611	10/21/2019	11/6/2019	Residential. Electrical additions and modifications associated with BP 19-610.	0	Electrical	Crespi 2 NW of Flanders
190610	10/21/2019	11/6/2019	Residential. 67 SF addition and interior bathroom renovation.	40,000	Building	Crespi 2 NW of Flanders

190609	10/21/2019	11/8/2019	Commercial. Interior remodel of lobby and addition of new ADA bathroom. Contact: David McFadden (408) 921-0397	36,000	Building	Junipero 3 NW of 8th
190608	10/21/2019	11/18/2019	Residential. Open one side of stucco fence, replace rotten 2x4's with pressure treated lumber. Match existing stucco finish and paint. Contact: Masterwork Builders (831) 229-8628	2,000	Building	Monte Verde 5 SW of 4th
190607	10/18/2019	10/18/2019	Residential. Dig new post holes to sister new 2x4 posts to existing fence posts. 811 #X928301044-00X.	0	Exempt Work	NW Corner Monte Verde & 9th
190606	7/12/2019	10/17/2019	Residential. Construction of new detached one-car garage. Contact: Masterwork Builders (831) 229-8002	0	Building	Monte Verde 3 SW of 10th Street
190605	10/17/2019		Residential. Demolition of existing guesthouse and remodel and addition to existing, historic single-family residence and related site work.	450,000	Building	Monte Verde 2 SE of 5th
190604	10/16/2019	10/16/2019	Residential. Replace (11) windows with retrofit Anderson 100 Series wood windows. Contact: Home Depot Installation Services (510) 872-4550	15,321	Exempt Work	Torres 4 SW of 2nd
190603	10/16/2019		Residential. Development of new one story single family dwelling with detached one car garage and basement. New stone patio, driveway, and walkways set on sand.	600,000	Building	9th 2 NE of Dolores
190602	10/16/2019	10/16/2019	Commercial. Remove and replace sheetrock & tile due to plumbing waste leak. Move approx 2' of plumbing supply lines into wall. Contact: JET Construction (831) 521-7481	2,000	Plumbing	SE Corner Ocean & Dolores
190601	10/15/2019	10/16/2019	Residential. Replacing garage concrete slab. Contact: AGP Concrete (831) 233-4684	16,000	Building	26186 Dolores Street
190600	10/15/2019	10/30/2019	Residential. Install roof mounted 24 module (8.6 KW DC) grid-tied PV solar system. Contact: Western Sun Systems (831) 277-6001	25,000	Electrical	Carmelo 2 SW of Ocean Avenue
190599	10/15/2019	10/16/2019	Residential. Electrical changing out the main electrical panel. Contact: Gollihar Electrical (831) 277-6107	2,000	Electrical	Santa Rita 2 SW of 1st

190598	10/15/2019	10/15/2019	Residential. Tear off roof shingles. Install new asphalt shingles. Contractor: Bay Area Roofing Inc. Contractor State License #: 992742 City Business License #: 25980 Tel #: 408. 717. 3493	18,000	Roofing	NEC End of 6th, between Perry Newberry & City Line.
190597	10/15/2019	10/15/2019	Residential. Replace tile flooring and paint interior walls.	0	Exempt Work	Dolores Street, 2 SW of 7th, Unit E.
190596	10/15/2019	10/15/2019	Residential replace rotten post, header, and joist, Contact: DNM Construction (650) 619-0050	5,000	Building	NW Corner Dolores & 13th
190595	10/14/2019	10/14/2019	Residential. Main electrical panel change. Contact: Ringer Electric (831) 236-2770	2,000	Electrical	San Carlos 4 SW of 1st
190594	10/11/2019	10/11/2019	Residential. Remove and replace (e) 40 gallon gas water heater. Contact: A & R Plumbing (831) 394-7221	1,800	Plumbing	Carpenter 5 NW of 6th
190593	10/11/2019	10/11/2019	Residential. Remove external 199k BTU tankless water heater and install Navien 199K BTU tankless water heart. Tankless change out. Contractor: Precision Plumbing & Heating. Contractor State License#: 886656 City Business License #: 23665	3,500	Plumbing	Lincoln 3 SE of 10th
190592	10/10/2019	10/10/2019	Residential. Replace (e) 40 gallon water heater with new Bradford White 40 gall water heater. Contact: A & R Plumbing (831) 394-7221	1,800	Plumbing	SE Corner Mission & 8th
190591	10/10/2019	10/31/2019	Commercial. Repair failed waterproofing on the exterior stairs that failed and add sheetrock to an interior storage area. Contact: Silcon Constructors (831) 920-3545	5,000	Building	SE Corner Junipero & Mountain View
190590	10/10/2019	10/10/2019	Residential. Remove and replace an (e) fence. Varies from 5' to 9.5' in height. Contact: Whole Earth Landscape	13,000	Building	Lincoln 2 SW of 2nd
190589	10/10/2019	11/14/2019	Residential. Plumbing additions and modifications associated with BP 19-586.	0	Plumbing	Vizcaino 3 NW of Flanders
190588	10/10/2019	11/14/2019	Residential. Mechanical additions and modifications associated with BP 19-586.	0	Mechanical	Vizcaino 3 NW of Flanders
190587	10/10/2019	11/14/2019	Residential. Electrical additions and modifications associated with BP 19-586.	0	Electrical	Vizcaino 3 NW of Flanders

190586	10/10/2019	11/14/2019	Residential. Remodel of (e) 938 sf SFR. Demolition of (e) 57 sf bathroom and addition of 481 sf master bedroom and bathroom. Contact: Kelcon Construction (831) 760-2932	240,000	Building	Vizcaino 3 NW of Flanders
190585	10/10/2019	10/10/2019	Residential. Deck post replacement. Contractor State License #: 773875 City Business License #: 20247 Tubridy Construction Tel: 831. 809. 3097.	8,000	Building	SW Corner Mission & 3rd
190584	10/9/2019		Residential. Plumbing additions and modification associated with BP 19-581.	0	Plumbing	Santa Fe 5 NW of 2nd
190583	10/9/2019		Residential. Mechanical additions and modification associated with BP 19-581.	0	Mechanical	Santa Fe 5 NW of 2nd
190582	10/9/2019		Residential. Electrical additions and modification associated with BP 19-581.	0	Electrical	Santa Fe 5 NW of 2nd
190581	10/9/2019		Residential. Construct a new 400 sf ADU. Replace an (e) 489 SF wood deck with (n) 408 sf wood deck.	150,000	Building	Santa Fe 5 NW of 2nd
190580	10/8/2019	10/14/2019	Commercial. Remove (E) deck surface and replace with (N) Lt. Wt. concrete overlay & waterproof membrane. Contact: Bull Construction (831) 236-7828	12,000	Building	NW Corner of Mission & 6th
190579	10/8/2019		Commercial. Replace rooftop HVAC unit.	11,900	Mechanical	Carmel Plaza Suite 216
190578	10/8/2019	10/8/2019	Residential. Removal, haul away and install new furnace & air conditioner. Repair exposed & damaged duct work. State Contractor License #900038 City Business License #: 25572 Chun's Cooling & Heating Tel: 831.402.9199	30,000	Mechanical	2848 Santa Lucia Road
190577	10/7/2019	10/14/2019	Commercial. Reroute downspout gutter to south side of stairwell, abandon pipe running through north side of stairwell and through building. Contact: Nivlac Construction (831) 320-5491	5,000	Building	San Carlos 2 SE 5th
190576	10/4/2019	10/4/2019	Residential. Replace (e) fence with new fence at the same length & height. Three different heights due to retaining walls/features. first step is 7'7", second step is 9', third step is 7'7". Contact: DPR Construction (831) 917-5908	0	Exempt Work	Monte Verde 2 SE of 7th

190575	10/4/2019		Mixed use. Del Dono Court 2 Mixed-Use Building Full Permit Submission: Retail and Multi-Family Housing Project with Underground Garage	3,007,383	Building	Dolores 2 SW of 5th
190574	10/3/2019	10/3/2019	Residential. Installation of 8'6" long 5' tall fence between backyard and sideyard in interior of property. Contact: Leslee Beckett (831) 383-9575	0	Exempt Work	NW Corner Mission & Vista
190573	10/3/2019	10/3/2019	Residential. Remove stucco & plywood in two locations to see extent of damage. Contact: DNM Construction (650) 619-0050	1,000	Building	NW Corner Dolores & 13th
190572	10/3/2019	10/3/2019	Residential. Replacement of water heater in-kind. Contact: Mark's Sewer and Drain Cleaning Service (831) 373-2798	1,300	Plumbing	SE Corner Monte Verde & 7th
190571	10/2/2019	10/2/2019	Residential. Remove & replace lower stringers at staircase in "A" building. In-kind replacement with existing treads. Contact: Tubridy Construction (831) 809-3097	5,000	Building	SW Corner Mission & 3rd
190570	10/2/2019	10/2/2019	Residential. Repairs to an upper level powder room and lower level bathroom due to water leak. Replacement of floor tile, plywood subfloor, and sheetrock in ceiling of lower level bathroom. Contact: B Jaeger inc (831) 625-6578	6,000	Building	Torres 2 SE of 4th
190569	10/1/2019	10/1/2019	Residential. Replace 2 wood living room windows in-kind with new windows. No changes to style, shape or location. contact: David Roberts (831) 277-8992	0	Exempt Work	Guadalupe 2 SE of Ocean
190568	10/1/2019	10/1/2019	Residential. Remove (e) wood shingle roof and replace with (n) composition shingle Malarky Windsor XL in Natrual Wood color. Roof to meet Class "A" fire retardant assembly requirements. Contact: Carmel Building & Design (831) 626-8606	22,748	Roofing	12th 2 SE of Casanova

Total Records: 71

11/22/2019



## Code Compliance Report

10/01/2019 - 10/31/2019

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
19361	Building Violation	Closed	Santa Fe 3 SW of 4th	Deck construction without permit	10/9/2019	11/12/2019
19348	Business License Violation	Open	W Mission between 5th and 6th	New license required	10/30/2019	
19347	Right of way Violation	Closed	NE Corner of Santa Fe and 2nd	Open house sign	10/25/2019	10/25/2019
19346	Right of way Violation	Closed	Torres 2 SW of 9th	Fence in ROW	10/25/2019	10/25/2019
19345	Sign Violation	Closed	NE Corner of San Carlos and 12th	Sign in ROW	10/25/2019	10/25/2019
19344	Lighting Violation	Open	NE Corner of Dolores and Santa Lucia	Bright exterior light	10/24/2019	
19343	Planning Violation	Open	NW Corner of Mission and 12th	Landscaping without permits	10/24/2019	
19342	Sign Violation	Closed	Ocean SW of Dolores	Excessive Signage	10/23/2019	10/24/2019

19341	Building Violation	Closed	9th 2 NE of Lincoln	Demolition without permit	10/23/2019	10/24/2019
19340	Right of way Violation	Open	NE Corner of Mission and 7th	Blocked sidewalk	10/22/2019	
19339	Right of way Violation	Closed	7th NE of Camino Real	Cones in Parking Spaces	10/22/2019	10/22/2019
19338	Right of way Violation	Closed	Camino Real NW of Ocean	Cones in ROW	10/22/2019	10/22/2019
19337	Right of way Violation	Open	SW Corner of Camino Real and 4th	Gravel in ROW	10/21/2019	
19336	Sign Violation	Open	NW Corner of San Carlos and 11th	Sign in ROW	10/21/2019	
19335	Skin Care Complaint	Closed	Ocean NE of Dolores	Soliciting sales outside of business	10/21/2019	
19334	Public Nuisance	Open	Torres 2 NE of 5th	Roof glare	10/18/2019	
19333	Short-term Rental	Open	San Antonio 2 NE of 12th	Non-compliant STR	10/16/2019	
19332	Building Violation	Open	Dolores 1 SE of Ocean	Demolition/plumbing without permit	10/15/2019	
19331	Right of way Violation	Open	San Antonio 2 SE of 12th	Sign in ROW	10/15/2019	
19330	Right of way Violation	Closed	W Dolores between 5th and 6th	No Parking Signs	10/15/2019	10/15/2019
19329	Building Violation	Open	Monte Verde 3 NW of 5th	Demolition without permit	10/15/2019	
19328	Building Violation	Open	Lincoln 3 SE of 10th	Tankless water heater change out without permit	10/10/2019	



19327	Short-term Rental	Open	2552 Santa Lucia Avenue	Non-compliant STR	10/4/2019	
19326	Short-term Rental	Open	Torres 4 NE of 3rd	Non-compliant STR	10/4/2019	
19325	Short-term Rental	Open	Santa Fe 3 NE of 3rd	Non-compliant STR	10/3/2019	
19324	Short-term Rental	Closed	Monterey 2 SW of 2nd	Non-compliant STR	10/3/2019	10/18/2019
19322	Health and Safety Code Violation	Closed	Monte Verde 1 SE of 7th	Exposed sewage	10/1/2019	10/1/2019
19321	Right of way Violation	Closed	Dolores NW of 7th	Blocked parking stall	10/1/2019	10/3/2019

Total Records: 28

11/22/2019



## Encroachment Permit Report

10/01/2019 - 10/31/2019

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
190209	Temp Ench	10/31/2019	Replace sewer line from residence to city main line. Two way clean out, SRV and backflow valve to be installed.	NW Corner Carmelo & 4th		In Review
190208	Temp Ench	10/29/2019	PG&E to replace pole and appurtenances. PM# 35133248. Contact: PG&E (831) 574-9590	Dolores 3 SW of 2nd	10/31/2019	Approved
190207	Temp Ench	10/29/2019	PG&E will excavate a 5'x5' bellhole to cut off gas service. PM# 35132053. Contact: PG&E (831) 574-9590	NW Corner Casanova & 13th	10/31/2019	Approved
190206	Temp Ench	10/29/2019	Dig approx 30' trench from house to gas main to allow PG&E to install residential gas line. Dig approx 30' trench from house to sewer main for sanitary sewer line inspections. Contact: Greg Scattini (831) 901-1678	SW Corner Guadalupe & 1st	10/29/2019	Approved
190205	Temp Ench	10/25/2019	Replace sewer lateral from house to city ROW. Install two way SRV and backwater valve. 811 Dig #: W929400319 Contractor must backfill with no less than 6" of compacted base rock and 3" of asphalt concrete on newly paved street. Contractor: Wilson's Plumbing & Heating Contractor State License #: 312880 C36 City Business License #: 15404 Tel: 831. 375. 4591	Carpenter, 3 NE of 6th	10/28/2019	Approved

190204	Temp Ench	10/23/2019	Underground PG&E utility electrical lines. Contact: Rooter King of Monterey County (831) 235-3822	San Carlos 5 SW of 12th	11/4/2019	Approved
190203	Temp Ench	10/15/2019	Temporary Encroachment for tree pruning and trimming for two (2) City Pine Trees. ICW Tree Permit TR 19-161 (Twomey). Fee Waived per RH - Dir of Public Works & Forestry. Contractor: Iverson Tree Service. Contractor State License #: 677370 City Business License #: 17619 Tel: 831. 625. 5743	NWC San Carlos & 9th Avenue	10/28/2019	Approved
190202	Temp Ench	10/22/2019	Stree closure on Mission between 7th and Carmel Plaza garage entrance to unload a large commercial oven. Work to take place between 7 am and 10 am. Contact: Craft Dseign-Build Inc. (831) 620-5235	NE Corner Mission & 7th	10/29/2019	Approved
190201	Temp Ench	10/22/2019	Repair sewer lateral under street only. 811# X929401724. Contact: Rooter King of Monterey County (831) 235-3822	San Carlos 5 SW of 12th	10/22/2019	Approved
190200	Driveway	10/22/2019	Replace (e) 687 SF paver driveway with new paver driveway of the same size. Replace (e) 5'6" deep asphalt apron with new, like for like.	Casanova 2 NE of 7th		In Review
190199	Temp Ench	10/22/2019	PG&E will excavate a 5'x5' bellhole to cut off gas service. PM# 35129827. Contact: PG&E (831) 574-9590	Oak Knoll 2 SE of Forest	10/29/2019	Approved
190198	Temp Ench	10/21/2019	Dig down to sewer lateral and install 6x4 clay "Y" and 15 feet of 4" ABS. Contact: Mr Rooter Plumbing (831) 277-0292	Santa Rita 1 NE of 4th	10/21/2019	Approved
190197	Temp Ench	10/21/2019	Sewer lateral replacement on property & street. Update two way clean out and BWV. Contact: Rooter King of Monterey County (831) 235-3822	Santa Fe 4 NE of 1st	10/21/2019	Approved
190196	Temp Ench	10/21/2019	Replace 5 ft section of pipe and wye. Work to be done in shoulder of street. Contact: Roto Co (831) 601-5654	Carpenter 2 NE of 6th	10/21/2019	Approved
190195	Perm Ench	10/21/2019	Comcast is proposing to riser down (1) existing joint pole and install by directional bore and open trench (2) 2" HDPE conduits approx 10 LF	SW Corner Scenic & 8th	11/12/2019	Approved

			before entering private property to convey FO service to the location per the enclosed plans.			
190194	Driveway	10/18/2019	Remove old asphalt driveway material, grade 10" below grade, prepare area with 6" class II bridgerock. Install 1'2" sand and Belgard pavers. Total of 2850 sf. 811# W928700172-01W. Contact: JC Maicias Inc (831) 809-4417	Junipero 2 NW of 8th	11/1/2019	Approved
190193	Temp Ench	10/18/2019	Place portable toilet facility in right-of-way at front of property for duration of project due to no other space on site. Contact: Caribou Construction (831) 596-1913	Casanova 4 NE of 11th	10/29/2019	Approved
190192	Temp Ench	10/17/2019	Sewer lateral replacement on property & street. Contractor must patch back with at least 6 inches of compacted base rock and a full depth 3 inches of AC and seal the edges. Contact: Rooter King of Monterey County (831) 235-3822	NW Corner Guadalupe & 5th	10/21/2019	Approved
190191	Temp Ench	10/17/2019	Sewer lateral replacement on property & street. Contractor must patch back with at least 6 inches of compacted base rock and a full depth 3 inches of AC and seal the edges. Contact: Rooter King of Monterey County (831) 235-3822	NW Corner San Antonio & 13th	10/21/2019	Approved
190190	Temp Ench	10/17/2019	Dig 3'x3' hole in shoulder of street and remove section of sewer line. Replace line. Contact: Roto Co (831) 601-5654	Carmelo 3 NE of 13th	10/18/2019	Approved
190189	Temp Ench	10/17/2019	Crane load roofing material onto flat roof. Access from Dolores street. Work starting at 8:30. Contact: Scudder Roofing (831) 384-1500	Dolores 2 SW of 7th	10/17/2019	Approved
190188	Temp Ench	10/17/2019	Crane load new skylights onto flat roof. Access roof off of Ocean Ave. Work to start at 7:30 a.m. Contact: Scudder Roofing (831) 384-1500	Ocean 2 SW of San Carlos	10/17/2019	Approved
190187	Temp Ench	10/16/2019	Replace sewer lateral on property & in street. Contact: Rooter King of Monterey County (831) 235-3822	Torres 2 NE of 4th	10/17/2019	Approved

190186	Temp Ench	10/16/2019	Lay existing service down into new box for PG&E. 811# X928801850-00X. Contact: Coastal Paving and Excavating (831) 809-8991	NW Corner Santa Rita & 2nd	10/17/2019	Approved
190185	Temp Ench	10/15/2019	Temporary Encroachment for tree pruning and trimming. Contractor: Tope's Tree Service. Contractor Tel #: 831. 373. 7765	NWC of Carmelo and 12th	10/15/2019	
190184	Temp Ench	10/14/2019	Grading and clean up in public right-of-way. Contact: Greg Scattini (831) 901-1678	SW Corner Guadalupe & 1st	10/17/2019	Approved
190183	Temp Ench	10/14/2019	Open Street to replace sewer line to city main to house. 75 feet with clean out and back flow valve. Contractor must patch back with no less than 6 inches of compacted base rock and a full depth 3 inches of AC and seal the edges. Contact: R K Wilson Plumbing (831) 915-1101	Carpenter 4 NE of 3rd	10/21/2019	Approved
190182	Temp Ench	10/11/2019	Replace sewer lateral in city street. 811# W928100702. Contact: RK Wilson Plumbing (831) 915-1101	Guadalupe 4 SW of 5th	10/14/2019	Approved
190181	Temp Ench	10/9/2019	Have concrete trucks come in and back down Scenic road to pour for one day.	Scenic 2 NW of 8th		In Review
190180	Temp Ench	10/9/2019	Repair sewer lateral in street. Update cleanout with SRV and BWV. Contact: Rooter King (831) 238-3822	5012 Monterey St	10/9/2019	Approved
190179	Temp Ench	10/9/2019	Repair sewer lateral in street (closer to curb side) and install BWV. Contact: Rooter King (831) 238-3822	SE Corner San Carlos & 11th	10/9/2019	Approved
190178	Temp Ench	10/9/2019	Trenches for underground gas and electric utility. Contact: Alan Lehman (831) 747-4718	3rd 2 NW of Dolores	10/17/2019	Approved
190177	Temp Ench	10/8/2019	Will need to close off road for a crane. Removing 2 HVAC units from roof and installing 1 new HVAC unit.	Ocean Avenue & Mission Street		
190176	Perm Ench	10/7/2019	Install new 3" round galvanized box gutter to (e) roof downspout. Reroute gutter down south side of stairwell, under sidewalk and draining in to (e) street drain. Abandon old gutter running through building wall on north side of stairwell. Contact: Nivlac Construction (831) 320-5491	San Carlos 2 SE of 5th	10/23/2019	Approved

190175	Temp Ench	10/7/2019	Dig 4'x4' bell hole in street across from the project site. Cut off gas service and repair street. Steel plate to cover hole during the interim between PG&E trench inspection & shut off. Contact: Nathan May Construction (831) 601-6232	Camino Real 3 NE of Ocean	10/7/2019	Approved
190174	Perm Ench	10/4/2019	Application to legalize existing flagstone steps and walkway within the public ROW. No modifications proposed.	Camino Real 3.5 SE of 2nd		In Review
190173	Temp Ench	10/4/2019	Pruning of trees on City Right of Way.. Authorized by Bob Harary, Director of Public Works. Contractor: Integri Tree Service. State License #: 1053540 City Business License#: 25942 Tel: 831. 214. 4270	9th, 2 SW of Torres	10/4/2019	
190172	Temp Ench	10/3/2019	Replace sewer lateral on property & on street. Install BWV on property. Contact: Rooter King of Monterey County (831) 394-5315	Junipero 3 NE of 8th	10/11/2019	Approved
190171	Driveway	10/2/2019	Replacement of (e) aggregate concrete driveway with (n) aggregate concrete driveway. Replace (e) asphalt within ROW with (n) asphalt. Contact: Masterwork Builders (831) 229-8628	Monte Verde 5 SW of 4th	10/21/2019	Approved
190170	Temp Ench	10/2/2019	CalAm to demo and replace asphalt patch area: 10'x6'. Contact: MPE (831) 384-4081	Santa Fe 30' North of 8th	10/3/2019	Approved
190169	Temp Ench	10/2/2019	CalAm to demo and replace asphalt patch area: 20'x4'. Contact: MPE (831) 384-4081	Camino Real 100' South of 7th	10/3/2019	Approved
190168	Temp Ench	10/2/2019	CalAm to demo and replace asphalt patch area: 5'x5'. Contact: MPE (831) 384-4081	Lincoln 126' South of 5th	10/3/2019	Approved
190167	Temp Ench	10/2/2019	CalAm to demo and replace asphalt patch area: 10'x10'. Contact: MPE (831) 384-4081	NE Corner Guadalupe & 7th	10/3/2019	Approved
190166	Temp Ench	10/2/2019	CalAm to demo and replace asphalt patch areas: 10'x8', 4'x4', 6'x5'. Contact: MPE (831) 384-7081	San Antonio 190' S of 8th	10/3/2019	Approved

190165	Temp Ench	10/1/2019	Pouring concrete foundation, need space to safely maneuver and park concrete truck. Contact: Giles Healey (831) 601-1152	Monte Verde 3 NE of 6th	10/1/2019	Approved

Total Records: 45

11/22/2019



# CITY OF CARMEL-BY-THE-SEA

## Monthly Report

October 2019

Public Safety

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Paul Tomasi, Public Safety Director
<b>SUBMITTED ON:</b>	November 13, 2019
<b>APPROVED BY:</b>	Chip Rerig, City Administrator

### AMBULANCE REPORT

#### Summary of Carmel Fire Ambulance October Calls for Service

#### AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of October 2019 the ambulance was able to meet the performance measure. The response time was 100% with (0) code-3 calls over 5 minutes.

55 total calls for service in CBTS

34 Code 3 EMS calls for service – Average response time: 2:04 min, (No EMS calls over 5:00 min)

AMR Responded to 3 calls in CBTS

### MONTEREY FIRE REPORT

#### Summary of Monterey Fire October Calls for Service

#### FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of October 2019 the fire department was able to meet the performance measure. The response time was 98% with (1) code-3 calls over 5 minutes.

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

54 total Code-3 calls

19-0007621: 10/25/19; 2054 hrs;(5:04 min); 24743 San Carlos- Late night call at far end of City.

### BEACH FIRES

There were 26 illegal beach fires recorded during the month and 9 propane fires.





**RESPONSE SUMMARY REPORT BY DISTRICT**

**27015 CARMEL-BY-THE-SEA FIRE AMBULANCE**

**Alarm Dates: 10/01/2019 to 10/31/2019**



**MEDICAL RESPONSES CARMEL CITY**

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
191001-CFA01407	Emergent	10/1/2019	12:03:29 PM	12:06:36 PM	0:03:07	12:42:10 PM	GUADALUPE ST / OCEAN AVE
191002-CFA01411	Emergent	10/2/2019	8:51:34 AM	8:53:13 AM	0:01:39	9:43:30 AM	SAN CARLOS ST / 8TH AVE
191004-CFA01416	Emergent	10/4/2019	2:35:10 PM	2:36:22 PM	0:01:12	2:55:25 PM	LINCOLN ST / OCEAN AVE
191005-CFA01420	Emergent	10/5/2019	6:20:35 PM	6:22:00 PM	0:01:25	7:28:05 PM	SAN CARLOS ST / 7TH AVE
191006-CFA01422	Emergent	10/6/2019	7:07:23 AM	7:09:40 AM	0:02:17	7:53:18 AM	LINCOLN ST / 7TH AVE
191007-CFA01429	Emergent	10/7/2019	12:51:01 PM	12:52:45 PM	0:01:44	1:07:02 PM	12TH AVE / DOLORES ST
191007-CFA01430	Emergent	10/7/2019	1:50:30 PM	1:52:43 PM	0:02:13	2:26:00 PM	7TH AVE / FOREST RD
191008-CFA01439	Emergent	10/8/2019	1:40:05 PM	1:40:12 PM	0:00:07	1:43:56 PM	6TH AVE / MISSION ST
191010-CFA01449	Emergent	10/10/2019	8:09:14 PM	8:12:08 PM	0:02:54	9:12:53 PM	SCENIC RD / 10TH AVE
191011-CFA01451	Emergent	10/11/2019	12:02:22 PM	12:03:20 PM	0:00:58	12:34:00 PM	LINCOLN ST / 5TH AVE
191011-CFA01452	Emergent	10/11/2019	5:59:59 PM	6:01:24 PM	0:01:25	6:13:52 PM	7TH AVE / DOLORES ST
191011-CFA01453	Emergent	10/11/2019	9:10:47 PM	9:13:32 PM	0:02:45	9:42:00 PM	CAMINO REAL ST / 8TH AVE
191012-CFA01456	Emergent	10/12/2019	3:44:32 PM	3:45:27 PM	0:00:55	3:53:49 PM	LINCOLN ST / OCEAN AVE
191013-CFA01458	Emergent	10/13/2019	12:35:09 AM	12:37:53 AM	0:02:44	1:16:33 AM	5TH AVE / DOLORES ST
191013-CFA01459	Emergent	10/13/2019	7:55:15 AM	7:56:56 AM	0:01:41	8:27:00 AM	4TH AVE / SAN CARLOS ST
191013-CFA01461	Emergent	10/13/2019	11:42:00 AM	11:43:00 AM	0:01:00	12:00:00 PM	MISSION ST AND OCEAN AVE
191013-CFA01463	Emergent	10/13/2019	1:22:42 PM	1:23:38 PM	0:00:56	2:04:39 PM	OCEAN AVE / MISSION ST
191014-CFA01467	Emergent	10/14/2019	5:43:38 PM	5:45:02 PM	0:01:24	6:14:00 PM	LINCOLN ST / 7TH AVE
191018-CFA01478	Emergent	10/18/2019	2:52:54 PM	2:53:48 PM	0:00:54	3:47:18 PM	LINCOLN ST / 5TH AVE
191020-CFA01487	Emergent	10/20/2019	1:26:48 PM	1:28:44 PM	0:01:56	2:10:00 PM	OCEAN AVE / LINCOLN ST
191020-CFA01489	Emergent	10/20/2019	6:02:44 PM	6:05:56 PM	0:03:12	6:46:00 PM	SANTA FE ST / 2ND AVE
191021-CFA01492	Emergent	10/21/2019	7:38:51 AM	7:41:19 AM	0:02:28	8:09:28 AM	GUADALUPE ST / 2ND AVE
191022-CFA01500	Emergent	10/22/2019	2:00:50 PM	2:03:21 PM	0:02:31	3:00:00 PM	LINCOLN ST / 7TH AVE
191023-CFA01503	Emergent	10/23/2019	10:50:18 AM	10:51:09 AM	0:00:51	11:47:46 AM	OCEAN AVE / MISSION ST
191025-CFA01509	Emergent	10/25/2019	10:27:53 AM	10:30:34 AM	0:02:41	11:00:00 AM	25981 RIDGEWOOD RD
191025-CFA01511	Emergent	10/25/2019	2:12:00 PM	2:13:47 PM	0:01:47	3:10:00 PM	7TH AND DOLORES
191025-CFA01513	Emergent	10/25/2019	8:54:10 PM	8:58:50 PM	0:04:40	9:06:26 PM	SAN CARLOS ST / VISTA AVE
191026-CFA01521	Emergent	10/26/2019	9:21:39 PM	9:26:21 PM	0:04:42	9:58:00 PM	8TH AVE / CAMINO REAL ST
191027-CFA01524	Emergent	10/27/2019	9:19:23 PM	9:22:13 PM	0:02:50	10:25:28 PM	SAN CARLOS ST / 3RD AVE
191029-CFA01532	Emergent	10/29/2019	10:08:52 AM	10:11:34 AM	0:02:42	10:37:02 AM	9TH AVE / LINCOLN ST
191030-CFA01538	Emergent	10/30/2019	1:07:16 PM	1:09:07 PM	0:01:51	1:38:16 PM	3RD AVE / JUNIPERO AVE
191031-CFA01542	Emergent	10/31/2019	9:22:17 AM	9:23:47 AM	0:01:30	9:43:26 AM	SAN CARLOS ST / 7TH AVE
191031-CFA01543	Emergent	10/31/2019	12:10:18 PM	12:13:48 PM	0:03:30	12:18:00 PM	TORRES ST / 10TH AVE
191031-CFA01544	Emergent	10/31/2019	7:58:44 PM	7:59:35 PM	0:00:51	8:41:00 PM	JUNIPERO AVE / 8TH AVE

<b>NUMBER OF EMS INCIDENTS</b>	<b>34</b>	<b>AVERAGE RESPONSE</b>	<b>0:02:04</b>
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### FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
191001-CFA01404	Non-Emergent	10/1/2019	7:06:12 AM	7:12:19 AM	0:06:07	7:26:11 AM	SCENIC RD / SANTA LUCIA AVE
191001-CFA01406	Emergent	10/1/2019	11:10:55 AM	11:14:07 AM	0:03:12	11:17:40 AM	LINCOLN ST / 7TH AVE
191003-CFA01414	Non-Emergent	10/3/2019	9:49:51 PM	9:53:32 PM	0:03:41	9:54:12 PM	SANTA FE ST / 5TH AVE
191006-CFA01423	Emergent	10/6/2019	9:57:30 AM	9:58:58 AM	0:01:28	10:01:40 AM	LINCOLN ST / 5TH AVE
191007-CFA01432	Emergent	10/7/2019	5:10:27 PM	5:12:24 PM	0:01:57	5:14:52 PM	TORRES ST / 3RD AVE
191009-CFA01444	Emergent	10/9/2019	6:23:47 PM	6:27:19 PM	0:03:32	6:34:05 PM	PERRY NEWBERRY WAY / 6TH A
191014-CFA01464	Emergent	10/14/2019	6:19:57 AM	6:23:20 AM	0:03:23	6:33:17 AM	JUNIPERO AVE / 8TH AVE
191014-CFA01465	Emergent	10/14/2019	8:19:55 AM	8:21:53 AM	0:01:58	8:23:40 AM	OCEAN AVE / MISSION ST
191017-CFA01472	Emergent	10/17/2019	1:10:25 AM	1:15:08 AM	0:04:43	1:33:09 AM	JUNIPERO AVE / 10TH AVE
191017-CFA01473	Non-Emergent	10/17/2019	4:56:45 AM	5:01:38 AM	0:04:53	5:11:19 AM	SAN CARLOS ST / SANTA LUCIA
191017-CFA01475	Emergent Down	10/17/2019	1:24:17 PM	1:27:29 PM	0:03:12	1:53:17 PM	SAN CARLOS ST / 11TH AVE
191022-CFA01497	Non-Emergent	10/22/2019	7:50:36 AM	7:53:45 AM	0:03:09	8:09:12 AM	JUNIPERO AVE / 10TH AVE
191022-CFA01498	Non-Emergent	10/22/2019	9:55:54 AM	9:58:45 AM	0:02:51	10:02:13 AM	5TH AVE / JUNIPERO AVE
191022-CFA01499	Non-Emergent	10/22/2019	1:02:31 PM	1:05:17 PM	0:02:46	1:39:15 PM	CARPENTER ST / 6TH AVE
191023-CFA01502	Non-Emergent	10/23/2019	7:59:39 AM	8:03:55 AM	0:04:16	8:20:33 AM	SAN CARLOS ST / 13TH AVE
191025-CFA01512	Emergent	10/25/2019	7:58:48 PM	8:00:00 PM	0:01:12	9:10:00 PM	JUNIPERO AVE / 8TH AVE
191026-CFA01515	Emergent	10/26/2019	4:10:41 AM	4:14:50 AM	0:04:09	4:18:16 AM	TORRES ST / 8TH AVE
191026-CFA01516	Non-Emergent	10/26/2019	7:02:05 AM	7:05:22 AM	0:03:17	7:08:46 AM	SANTA FE ST / 6TH AVE
191028-CFA01530	Non-Emergent	10/28/2019	7:36:16 PM	7:40:02 PM	0:03:46	7:45:09 PM	JUNIPERO AVE / 10TH AVE
191030-CFA01536	Non-Emergent	10/30/2019	11:39:12 AM	11:40:03 AM	0:00:51	11:48:00 AM	8TH AVE / LINCOLN ST
191031-CFA01541	Non-Emergent	10/31/2019	6:27:47 AM	6:32:22 AM	0:04:35	6:38:14 AM	SAN CARLOS ST / SANTA LUCIA

<b>NUMBER OF FIRE INCIDENTS</b>	<b>21</b>	<b>AVERAGE RESPONSE</b>	<b>0:03:17</b>
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<b>TOTAL CARMEL CITY INCIDENTS</b>	<b>55</b>	<b>TOTAL AVERAGE RESPONSE TIME</b>	<b>0:02:35</b>
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### RESPONSES BY DISTRICT

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
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#### CARMEL HIGHLANDS

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
191004-CFA01415	Emergent	10/4/2019	12:23:19 PM	12:27:45 PM	0:04:26	12:39:17 PM	27720 HWY1
191008-CFA01440	Emergent	10/8/2019	5:27:20 PM	5:39:08 PM	0:11:48	5:47:42 PM	HWY 1 / HIGHLAND DR
191010-CFA01445	Emergent	10/10/2019	7:12:44 AM	7:19:40 AM	0:06:56	8:18:13 AM	2943 CUESTA WAY
191010-CFA01447	Emergent	10/10/2019	9:38:32 AM	9:46:04 AM	0:07:32	10:48:25 AM	120 HIGHLAND DR
191019-CFA01484	Emergent	10/19/2019	9:04:20 PM	9:11:08 PM	0:06:48	9:14:38 PM	CORONA RD / HWY 1
191021-CFA01494	Emergent	10/21/2019	1:21:43 PM	1:31:00 PM	0:09:17	2:25:34 PM	4 YANKEE BEACH WAY
191030-CFA01535	Emergent	10/30/2019	10:41:52 AM	10:49:17 AM	0:07:25	11:05:35 AM	120 HIGHLAND DR
<b>Subtotal</b>		<b>7</b>		<b>Average Response Time</b>	<b>0:07:45</b>		<b>Carmel Highlands</b>

#### CYPRESS FIRE

INCIDENT
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191001-CFA01405	Emergent	10/1/2019	8:52:46 AM	8:58:09 AM	0:05:23	9:28:00 AM	26245 CARMEL RANCHO BLVD
191001-CFA01408	Emergent	10/1/2019	7:04:13 PM	7:08:58 PM	0:04:45	7:58:13 PM	RIO RD / CROSSROADS BLVD
191001-CFA01409	Emergent	10/1/2019	9:08:02 PM	9:12:26 PM	0:04:24	9:35:00 PM	3650 RIO RD
191002-CFA01410	Emergent	10/2/2019	6:02:42 AM	6:09:22 AM	0:06:40	6:25:21 AM	26165 S CARMEL HILLS DR
191002-CFA01412	Emergent	10/2/2019	5:21:40 PM	5:25:55 PM	0:04:15	5:59:00 PM	5 CROSSROADS MALL
191004-CFA01417	Emergent	10/4/2019	2:59:29 PM	3:03:14 PM	0:03:45	4:04:00 PM	3645 RIO RD
191007-CFA01433	Emergent	10/7/2019	5:43:43 PM	5:47:27 PM	0:03:44	6:00:16 PM	24590 GUADALUPE ST
191007-CFA01434	Emergent	10/7/2019	8:04:17 PM	8:09:45 PM	0:05:28	8:20:00 PM	4080 MARGUERITA WAY
191008-CFA01435	Emergent	10/8/2019	4:30:57 AM	4:34:35 AM	0:03:38	5:08:00 AM	LOBOS ST / 2ND AVE
191008-CFA01436	Emergent	10/8/2019	5:59:28 AM	6:05:45 AM	0:06:17	6:15:00 AM	3369 TREVIS WAY
191008-CFA01437	Emergent	10/8/2019	7:13:50 AM	7:19:29 AM	0:05:39	7:25:00 AM	26366 CARMEL RANCHO LN
191009-CFA01442	Emergent	10/9/2019	2:08:40 PM	2:11:07 PM	0:02:27	2:14:38 PM	24875 N CARMEL HILLS DR
191012-CFA01454	Emergent	10/12/2019	5:30:06 AM	5:35:51 AM	0:05:45	5:50:38 AM	3775 RIO RD
191012-CFA01455	Emergent	10/12/2019	10:37:01 AM	10:42:15 AM	0:05:14	10:54:04 AM	CARMELO ST / SCENIC RD
191013-CFA01460	Emergent	10/13/2019	10:34:25 AM	10:38:48 AM	0:04:23	10:50:00 AM	25661 MORSE DR
191015-CFA01468	Emergent	10/15/2019	12:01:18 PM	12:06:49 PM	0:05:31	12:45:49 PM	26395 SCENIC RD
191015-CFA01469	Emergent	10/15/2019	2:46:17 PM	2:51:10 PM	0:04:53	3:17:00 PM	26245 CARMEL RANCHO BLVD
191017-CFA01474	Emergent	10/17/2019	10:57:33 AM	11:00:47 AM	0:03:14	11:28:55 AM	24697 CAMINO DEL MONTE
191019-CFA01481	Emergent	10/19/2019	8:39:02 AM	8:44:46 AM	0:05:44	9:40:00 AM	4120 TOLANDO TRL
191019-CFA01483	Emergent	10/19/2019	5:27:50 PM	5:32:00 PM	0:04:10	6:11:16 PM	HWY 1 / CARPENTER ST
191020-CFA01488	Emergent	10/20/2019	4:29:25 PM	4:34:47 PM	0:05:22	4:48:02 PM	26245 CARMEL RANCHO BLVD
191021-CFA01493	Emergent	10/21/2019	12:15:48 PM	12:19:47 PM	0:03:59	1:15:00 PM	25835 HATTON RD
191022-CFA01496	Emergent	10/22/2019	5:33:10 AM	5:38:50 AM	0:05:40	6:23:16 AM	25955 S CARMEL HILLS DR
191022-CFA01501	Emergent	10/22/2019	3:26:55 PM	3:30:34 PM	0:03:39	5:02:47 PM	24700 PESCADERO RD
191023-CFA01504	Emergent	10/23/2019	11:51:52 AM	11:56:05 AM	0:04:13	12:08:36 PM	26245 CARMEL RANCHO BLVD
191023-CFA01505	Emergent	10/23/2019	8:19:37 PM	8:25:39 PM	0:06:02	9:07:06 PM	3555 EDGEFIELD PL
191025-CFA01510	Emergent	10/25/2019	11:37:14 AM	11:42:12 AM	0:04:58	12:21:57 PM	2ND AVE / SANTA FE ST
191025-CFA01514	Emergent	10/25/2019	9:17:02 PM	9:20:55 PM	0:03:53	9:50:00 PM	26245 CARMEL RANCHO BLVD
191026-CFA01522	Emergent	10/26/2019	11:56:10 PM	12:03:13 AM	0:07:03	12:58:00 AM	24520 OUTLOOK DR
191029-CFA01533	Emergent	10/29/2019	1:15:00 PM	1:18:14 PM	0:03:14	1:35:00 PM	3111 SERRA AVE
191029-CFA01534	Emergent	10/29/2019	4:37:49 PM	4:42:02 PM	0:04:13	4:43:38 PM	HWY 1 / SAN JOSE CREEK
191030-CFA01537	Emergent	10/30/2019	12:07:46 PM	12:12:22 PM	0:04:36	12:25:55 PM	3665 RIO RD
191030-CFA01539	Emergent	10/30/2019	3:10:52 PM	3:12:13 PM	0:01:21	3:34:25 PM	3111 SERRA AVE
191031-CFA01540	Emergent	10/31/2019	3:51:09 AM	3:57:18 AM	0:06:09	4:35:41 AM	5 CROSSROADS MALL
<b>Subtotal</b>		<b>34</b>		<b>Average Response Time</b>	<b>0:04:42</b>		<b>CYPRESS FIRE</b>

#### MARINA

INCIDENT							
191007-CFA01427	Non-Emergent	10/7/2019	10:28:58 AM	10:41:54 AM	0:12:56	11:15:26 AM	3270 DEL MONTE
<b>Subtotal</b>		<b>1</b>		<b>Average Response Time</b>	<b>0:12:56</b>		<b>MARINA</b>

#### MID COAST FIRE

INCIDENT							
191018-CFA01479	Emergent	10/18/2019	3:51:42 PM	4:11:26 PM	0:19:44	7:17:38 PM	HWY 1 / PALO COLORADO RD
191019-CFA01486	Emergent	10/19/2019	10:38:37 PM	10:56:30 PM	0:17:53	11:07:54 PM	36935 PALO COLORADO RD
191021-CFA01495	Emergent	10/21/2019	2:47:31 PM	3:00:45 PM	0:13:14	3:56:57 PM	36240 HWY 1

<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>	<b>0:16:57</b>	<b>MID COAST FIRE</b>
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**MONTEREY**

<b>INCIDENT</b>							
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191026-CFA01520	Emergent	10/26/2019	7:26:45 PM	7:34:07 PM	0:07:22	8:15:00 PM	859 PACIFIC ST
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<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>	<b>0:07:22</b>	<b>MONTEREY</b>
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**PACIFIC GROVE**

<b>INCIDENT</b>							
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191005-CFA01419	Emergent	10/5/2019	2:44:07 PM	2:57:31 PM	0:13:24	3:42:02 PM	700 BRIGGS AVE
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191018-CFA01480	Emergent	10/18/2019	7:40:10 PM	7:51:56 PM	0:11:46	9:00:00 PM	620 OCEAN VIEW BLVD
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<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>	<b>0:12:35</b>	<b>PACIFIC GROVE</b>
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**PEBBLE BEACH**

<b>INCIDENT</b>							
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191005-CFA01421	Emergent	10/5/2019	7:55:10 PM	8:01:31 PM	0:06:21	8:11:55 PM	3230 MACOMBER DR
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191007-CFA01431	Emergent	10/7/2019	3:52:28 PM	3:58:06 PM	0:05:38	4:50:00 PM	1500 CYPRESS DR
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191010-CFA01446	Emergent	10/10/2019	8:27:42 AM	8:32:29 AM	0:04:47	8:34:16 AM	3274 STEVENSON DR
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191012-CFA01457	Emergent	10/12/2019	9:03:03 PM	9:09:17 PM	0:06:14	9:45:58 PM	1576 CYPRESS DR
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191018-CFA01476	Emergent	10/18/2019	7:28:15 AM	7:34:34 AM	0:06:19	8:38:42 AM	1403 RIATA RD
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191018-CFA01477	Emergent	10/18/2019	1:39:40 PM	1:47:49 PM	0:08:09	1:56:38 PM	3297 SEVENTEEN MILE DR
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191026-CFA01518	Emergent	10/26/2019	4:28:00 PM	4:36:49 PM	0:08:49	5:25:00 PM	SPYGLASS HILL RD / STEVENSON
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191027-CFA01525	Emergent	10/27/2019	11:37:18 PM	11:44:19 PM	0:07:01	12:02:38 AM	1448 RIATA RD
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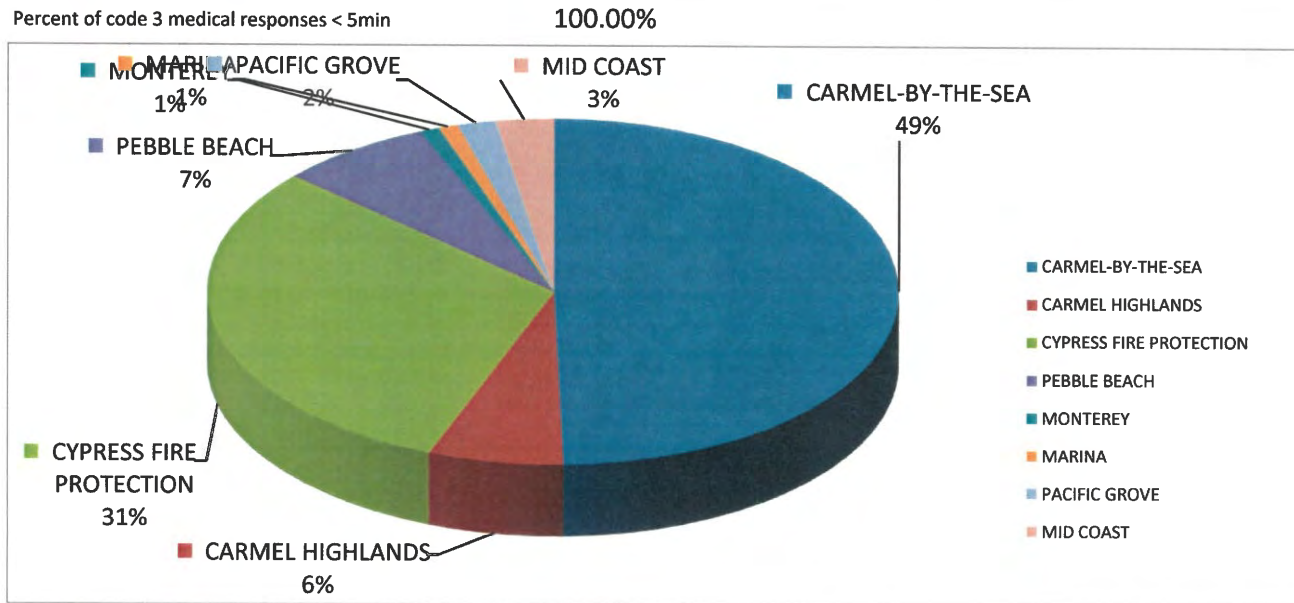
<b>Subtotal</b>	<b>8</b>	<b>Average Response Time</b>	<b>0:06:42</b>	<b>PEBBLE BEACH</b>
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<b>TOTAL ALL CALLS</b>	<b>111</b>	<b>TOTAL AVERAGE RESPONSE TIME</b>	<b>0:04:29</b>	
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**CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT  
OCTOBER 2019**

**Response Summary Report by District Type**

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	55	0:02:35
CARMEL HIGHLANDS	7	0:07:45
CYPRESS FIRE PROTECTION	34	0:04:42
PEBBLE BEACH	8	0:06:42
MONTEREY	1	0:07:22
MARINA	1	0:12:56
PACIFIC GROVE	2	0:12:35
MID COAST	3	0:16:57
<b>Total Responses</b>	<b>111</b>	<b>0:04:29</b>





## RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 10/1/2019 To: 10/31/2019



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

19-0007150	10/7/2019	13:50:30	13:52:51	0:02:21	7TH FOREST
19-0007162	10/8/2019	4:30:57	4:35:41	0:04:44	LOBOS 2ND
19-0007204	10/9/2019	16:02:15	16:02:35	0:00:20	6TH MISSION
19-0007243	10/10/2019	20:09:14	20:14:01	0:04:47	SCENIC 10TH
19-0007256	10/11/2019	12:02:22	12:04:37	0:02:15	LINCOLN 5TH
19-0007266	10/11/2019	17:59:59	18:02:04	0:02:05	DOLORES 7TH
19-0007270	10/11/2019	21:10:47	21:14:16	0:03:29	CAMINO REAL 8TH
19-0007293	10/12/2019	15:44:32	15:46:29	0:01:57	LINCOLN OCEAN
19-0007358	10/14/2019	17:43:38	17:45:58	0:02:20	LINCOLN 7TH
19-0007489	10/20/2019	13:26:48	13:29:10	0:02:22	OCEAN LINCOLN
19-0007501	10/21/2019	7:38:51	7:42:46	0:03:55	GUADALUPE 2ND
19-0007621	10/25/2019	20:54:10	20:59:13	0:05:03	* 24743 SAN CARLOS
19-0007674	10/27/2019	21:19:23	21:22:40	0:03:17	SAN CARLOS 3RD
19-0007748	10/31/2019	9:22:17	9:24:34	0:02:17	SAN CARLOS 7TH
<b>Subtotal</b>	<b>14</b>		<b>Average Response Time</b>	<b>0:02:57</b>	

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

19-0006991	10/1/2019	12:03:29	12:05:33	0:02:04	GUADALUPE OCEAN
19-0007105	10/5/2019	18:20:35	18:22:33	0:01:58	SAN CARLOS 7TH
19-0007116	10/6/2019	7:07:23	7:10:08	0:02:45	LINCOLN 7TH
19-0007242	10/10/2019	19:34:21	19:34:21	0:00:00	6TH MISSION
19-0007300	10/13/2019	0:35:09	0:38:35	0:03:26	DOLORES 5TH
19-0007307	10/13/2019	7:55:15	7:57:43	0:02:28	SAN CARLOS 4TH
19-0007324	10/13/2019	13:22:42	13:24:20	0:01:38	OCEAN MISSION
19-0007441	10/18/2019	14:52:54	14:54:28	0:01:34	LINCOLN 5TH
19-0007448	10/18/2019	19:14:30	19:15:30	0:01:00	MISSION 6TH
19-0007540	10/22/2019	14:00:50	14:01:36	0:00:46	LINCOLN 7TH
19-0007606	10/25/2019	10:27:53	10:31:10	0:03:17	25981 RIDGEWOOD
19-0007610	10/25/2019	14:12:07	14:14:36	0:02:29	DOLORES 7TH



19-0007706	10/29/2019	10:08:30	10:11:27	0:02:57	LINCOLN	10TH
19-0007727	10/30/2019	13:07:10	13:09:00	0:01:50	2ND	JUNIPERO
19-0007760	10/31/2019	19:58:44	20:00:27	0:01:43	JUNIPERO	8TH
19-0007761	10/31/2019	20:00:59	20:12:40	0:11:41	* SANTA FE	5TH
19-0006972	9/30/2019	17:18:26	17:20:13	0:01:47	DOLORES	2ND
<b>Subtotal</b>	<b>17</b>	<b>Average Response Time</b>		<b>0:02:33</b>		
<b>323</b>	<b>Motor vehicle/pedestrian accident (MV Ped)</b>					
19-0007009	10/2/2019	8:51:34	8:54:19	0:02:45	8TH	SAN CARLOS
19-0007565	10/23/2019	10:50:18	10:51:55	0:01:37	OCEAN	MISSION
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:02:11</b>		
<b>324</b>	<b>Motor Vehicle Accident with no injuries</b>					
19-0007315	10/13/2019	11:42:44	11:44:44	0:02:00	OCEAN	MISSION
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:49</b>		
<b>342</b>	<b>Search for person in water</b>					
19-0007645	10/26/2019	11:25:49	11:28:38	0:02:49	DEL MAR	OCEAN
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:00</b>		
<b>411</b>	<b>Gasoline or other flammable liquid spill</b>					
19-0007117	10/6/2019	9:57:30	9:59:53	0:02:23	LINCOLN	7TH
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:23</b>		
<b>412</b>	<b>Gas leak (natural gas or LPG)</b>					
19-0007538	10/22/2019	13:02:31	13:05:17	0:02:46	CARPENTER	6TH
19-0007609	10/25/2019	11:37:14	11:41:39	0:04:25	2ND	SANTA FE
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:03:36</b>		
<b>413</b>	<b>Oil or other combustible liquid spill</b>					
19-0007341	10/14/2019	8:19:55	8:21:53	0:01:58	OCEAN	MISSION
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:01:58</b>		
<b>424</b>	<b>Carbon Monoxide Incident</b>					
19-0007752	10/31/2019	12:10:18	12:13:48	0:03:30	TORRES	10TH
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:30</b>		
<b>451</b>	<b>Biological hazard, confirmed or suspected</b>					
19-0007020	10/2/2019	15:05:36	15:07:36	0:02:00	5TH	SAN CARLOS
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:00</b>		

<b>520</b>	<b>Water problem, Other</b>					
19-0007459	10/19/2019	11:00:07	11:02:39	0:02:32	4TH	SANTA RITA
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:02:32</b>		
<b>522</b>	<b>Water or steam leak</b>					
19-0006981	10/1/2019	7:06:12	7:12:19	0:06:07	* SCENIC	SANTA LUCIA
19-0007013	10/2/2019	10:23:08	10:23:51	0:00:43	MISSION	6TH
19-0007420	10/17/2019	13:24:17	13:27:29	0:03:12	SAN CARLOS	11TH
<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>		<b>0:03:21</b>		
<b>542</b>	<b>Animal rescue</b>					
19-0007513	10/21/2019	12:55:49	12:57:27	0:01:38	TORRES	OCEAN
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:01:38</b>		
<b>551</b>	<b>Assist police or other governmental agency</b>					
19-0007319	10/13/2019	12:44:52	12:47:54	0:03:02	CASANOVA	13TH
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:02</b>		
<b>552</b>	<b>Police matter</b>					
19-0007663	10/27/2019	0:16:16	0:20:22	0:04:06	4TH	DOLORES
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:04:06</b>		
<b>553</b>	<b>Public service</b>					
19-0007016	10/2/2019	12:42:56	12:47:23	0:04:27	SANTA FE	8TH
19-0007039	10/3/2019	13:40:02	13:43:04	0:03:02	5TH	MISSION
19-0007179	10/8/2019	13:40:05	13:40:10	0:00:05	6TH	MISSION
19-0007355	10/14/2019	16:33:03	16:39:00	0:05:57	* 2935 FRANCISCAN	
19-0007518	10/21/2019	15:57:48	16:00:21	0:02:33	JUNIPERO	10TH
19-0007527	10/22/2019	7:50:36	7:53:45	0:03:09	JUNIPERO	10TH
<b>Subtotal</b>	<b>6</b>	<b>Average Response Time</b>		<b>0:03:12</b>		
<b>554</b>	<b>Assist invalid</b>					
19-0007033	10/3/2019	1:25:02	1:30:41	0:05:39	* LINCOLN	13TH
19-0007081	10/4/2019	22:19:31	22:24:25	0:04:54	SAN CARLOS	SANTA LUCIA
19-0007217	10/10/2019	10:51:23	10:53:38	0:02:15	5TH	DOLORES
19-0007408	10/17/2019	1:10:25	1:14:00	0:03:35	JUNIPERO	13TH
19-0007411	10/17/2019	4:56:45	5:01:38	0:04:53	SAN CARLOS	SANTA LUCIA



19-0007560	10/23/2019	7:59:39	8:03:55	0:04:16	SANTA LUCIA	13TH
19-0007638	10/26/2019	9:30:46	9:34:35	0:03:49	CAMINO REAL	7TH
19-0007698	10/28/2019	19:36:16	19:40:02	0:03:46	JUNIPERO	10TH
19-0007724	10/30/2019	11:39:12	11:40:03	0:00:51	8TH	LINCOLN
19-0007743	10/31/2019	6:27:47	6:32:22	0:04:35	SAN CARLOS	SANTA LUCIA
<b>Subtotal</b>	<b>10</b>	<b>Average Response Time</b>		<b>0:03:51</b>		
<b>622</b>	<b>No Incident found on arrival at dispatch address</b>					
19-0007049	10/3/2019	21:49:51	21:53:40	0:03:49	SANTA FE	5TH
19-0007253	10/11/2019	10:45:35	10:51:32	0:05:57	* SCENIC	11TH
19-0007632	10/26/2019	7:02:05	7:05:22	0:03:17	SANTA FE	6TH
<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>		<b>0:04:21</b>		
<b>651</b>	<b>Smoke scare, odor of smoke</b>					
19-0007620	10/25/2019	19:55:15	19:58:40	0:03:25	JUNIPERO	8TH
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:25</b>		
<b>733</b>	<b>Smoke detector activation due to malfunction</b>					
19-0007337	10/14/2019	6:19:57	6:23:20	0:03:23	JUNIPERO	8TH
19-0007574	10/23/2019	20:48:51	20:52:12	0:03:21	JUNIPERO	5TH
19-0007630	10/26/2019	4:10:41	4:14:50	0:04:09	TORRES	8TH
<b>Subtotal</b>	<b>3</b>	<b>Average Response Time</b>		<b>0:03:38</b>		
<b>735</b>	<b>Alarm system sounded due to malfunction</b>					
19-0007493	10/20/2019	18:13:14	18:16:00	0:02:46	JUNIPERO	5TH
19-0007531	10/22/2019	9:55:54	9:58:37	0:02:43	JUNIPERO	6TH
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:02:44</b>		
<b>736</b>	<b>CO detector activation due to malfunction</b>					
19-0007209	10/9/2019	18:23:47	18:27:19	0:03:32	6TH	PERRY NEWBERRY
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:32</b>		
<b>743</b>	<b>Smoke detector activation, no fire- unintentional</b>					
19-0006987	10/1/2019	11:10:55	11:14:07	0:03:12	LINCOLN	7TH
19-0007477	10/19/2019	21:16:53	21:20:20	0:03:27	JUNIPERO	11TH
<b>Subtotal</b>	<b>1</b>	<b>Average Response Time</b>		<b>0:03:27</b>		



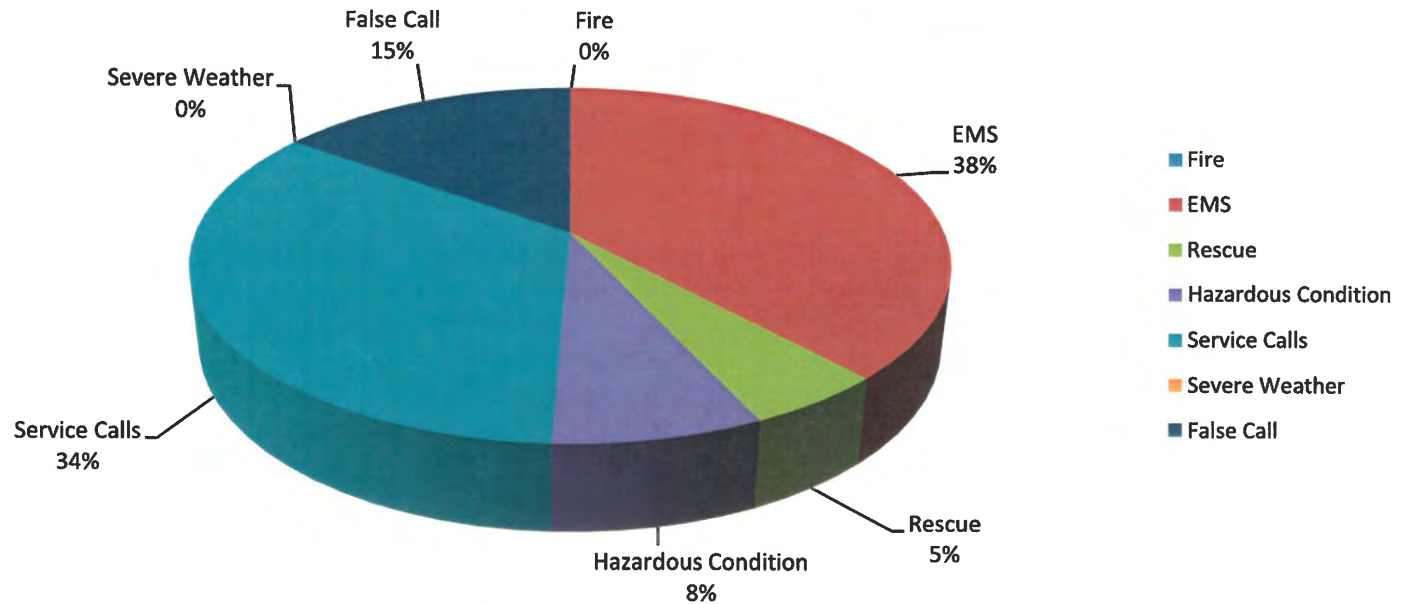
CARMEL-BY-THE-SEA  
OCTOBER 2019



Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	30	2:46
Rescue	4	2:18
Hazardous Condition	6	2:50
Service Calls	27	3:32
Severe Weather	0	0:00
False Call	12	3:21

Total Responses 79 3:06



Total Code 3 Calls: 54

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

<b>745</b>		<b>Alarm system activation, no fire - unintentional</b>				
19-0007153	10/7/2019	17:10:27	17:12:24	0:01:57	TORRES	3RD
19-0007582	10/24/2019	10:18:44	10:21:06	0:02:22	JUNIPERO	5TH
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:02:09</b>		

<b>7451</b>		<b>Medical Alarm Device Activation, no medical</b>				
19-0007169	10/8/2019	8:40:26	8:44:44	0:04:18	LINCOLN	SANTA LUCIA
19-0007170	10/8/2019	9:11:23	9:16:26	0:05:03	* LINCOLN	SANTA LUCIA
<b>Subtotal</b>	<b>2</b>	<b>Average Response Time</b>		<b>0:04:40</b>		

\* Over 5 minute responses:

19-0006981	Code 2 Response
19-0007033	Code 2 Response
19-0007170	Code 2 Response
19-0007253	Code 2 Response
19-0007355	Code 2 Response
19-0007621	Code 3 Response, delayed time due to distance and no direct route at far end of San Carlos
19-0007761	Code 2 Response



# CITY OF CARMEL-BY-THE-SEA Monthly Report

**October 2019**

**City Clerk's Office**

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Britt Avrit, City Clerk
<b>SUBMITTED ON:</b>	November 18, 2019
<b>APPROVED BY:</b>	Chip Rerig, City Administrator

In the month of October, the City received and responded to 52 requests for public records.

	<b>This Month</b>	<b>Calendar YTD</b>
City Clerk's Office	24	175
Police Department	28	205
<b>TOTAL REQUESTS/RESPONSES</b>	<b>52</b>	<b>380</b>

PRA LOG  
OCTOBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-159	10/1/2019				10/11/2019	Dilworth	which City Council agenda(s) covered approval of Surveillance Cameras installation	
2019-160	10/1/2019				10/7/2019	Sanders	requesting the number of short-term rental permits applied for in downtown Carmel-by-the-Sea to date	
2019-161	10/3/2019				10/11/2019	Paterson	Electronic copy of Contract between the City and IRON MOUNTAIN per City Administrator Contract Log FY 2019-20	
2019-162	10/3/2019				10/14/2019	Paterson	Electronic copies of Public Records Act requests and City's responses to PRA requests CITY CLERK'S OFFICE PUBLIC RECORDS ACT REQUEST LOG AUGUST 2019 REQUEST NUMBERS 2019-146 through 2019-148	
2019-163	10/3/2019				10/16/2019	Paterson	Electronic copies of the RFQ FOR LEGAL SERVICES for 14 respondents, excluding Burke, Williams & Sorenson, LLP	
2019-164	10/4/2019				10/7/2019	S. Lodge/Salem Engineering Group, Inc.	I'm conducting a Phase 1 Environmental Site Assessment for the property at 3645 Rio Rd, Carmel (APN 009-562-014-000). As part of the assessment I need all current and historical public records for the property. Specifically I need:- Community Planning and Building – all building permits,Public Works – any water/sewer info (when/if the property is on a public system, any violations),Fire Department Records – any spills/releases, hazardous materials storage, incidents, Environmental Compliance Records	Not in City limits
2019-165	10/8/2019				10/9/2019	J. Thompson	Planning Department documents on a driveway on Block 98" (it appears for lots 7 & 9 according to the email above) and "a copy of the SALE AGREEMENT of the e area of the asement between former property owner, or the current owner Mr. Vaernes	
2019-166	10/8/2019				10/8/19; records available to review at City Hall	K. D'Angelo	building plans for the project, Grieve residence on Camino Real, 3.5 SE of 2nd Avenue	

PRA LOG  
OCTOBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-167	10/8/2019				10/16/2019	P. Marino, Monterey County Weekly	A list of every individual or firm that responded to the city's RFP for a new city attorney between March 29, 2019, and the May 3, 2019, deadline. All materials submitted by the four finalists considered by the City Council	
2019-168	10/10/2019				10/17/2019	R. Smith, Partner Engineering and Science, Inc.	questionnaire related to the Cypress Inn Hotel	
2019-169	10/10/2019				10/16/2019	B. Sanders	Can you provide a current list of approved short term rental permits? Can you also provide a current list of permits applied for? Also, is there a cap on short term rental permits at this time?	
2019-170	10/10/2019				10/17/2019	R. Smith, Partner Engineering and Science, Inc.	questionnaire related to the Cypress Inn Hotel, related to Fire Department	
2019-171	10/11/2019					K. Quinn-Hoffmeister	SCC Bylaws	
2019-172	10/11/2019					K. Quinn-Hoffmeister	1) Hayashi Wayland, LLP - Letter to Management - This should be part of the package received.2) Board minutes and financials presented to the board and City - These are the documents prior to the Hayashi audit. These docs are presented to Chip Quarterly 3) Quarterly Financial Reports 4) Exhibit B of Lease 5) Strategic Plan 6) 5 Year Benchmarks 7) Safety documents from SCC along with PE stamped document for the Rigging project.	
2019-173	10/14/2019				10/18/2019	Paterson	Electronic copies of City responses to other public records act requestors stating, in effect, that the City has determined there are records responsive to your request, but the City anticipates the public records will be available by a date on or beyond 28 days from the date the City informed the requestor of disclosable public records between the time you became city clerk to the present.	



PRA LOG  
OCTOBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-174	10/14/2019				10/22/2019	Paterson	" Electronic copies of City responses from you to other public records act requestors stating, in effect, that the City is not invoking the 14-day extension provision to provide a determination of disclosable public records, but the City anticipates the public records will be available by a date 14 days from the date the City informed the requestor of disclosable public records for a) public records already compiled and distributed to requestors and b) public records not previously compiled and distributed to public records act requestors. " <u>Is that correct?</u> Yes, between the time you became city clerk of the City of Carmel-by-the-Sea and the present.	10/14/19 assigned number as a placeholder, waiting for clarification as to what the request is for, sent 2nd rquest for clarification 10/17; clarification received 10/18/19
2019-175	10/16/2019				10/17/2019	J. Thompson	if all the public land between Vaernes two garage doors and Junipero were purchased to become "Private Property' legally owned by Mr Vaernes	
2019-176	10/17/2019				10/22/2019	J. Thompson	Application For In-And-About Business License for Mr. Vearnes	
2019-177	10/18/2019				10/25/2019	Paterson	Electronic copy of the City's annual Storm Water Program Report, including eleven attachments and ninety-eight questions and answers, submitted to State Water Resources Control Board by Agnes Martelet, Environmental Compliance Manager, between October 14-18, 2019	
2019-178	10/24/2019				10/25/2019	N. Mayes	Comfort Inn located at Ocean Ave & Torres St., Carmel, Ca 93921, Carmel Mission Inn located at 3665 Rio Rd, Carmel, Ca 93923, Carmel River Bridge, Carmel, Ca 93923, Tally Ho inn located at Monte Verde Street at Sixth Street, Carmel-by-the-Sea, Ca 93921	
2019-179					10/25/2019	M. Schley	New City Forester contract	
2019-180	10/23/2019				10/31/2019	T. Thoits	I would like any records especially permit or any records associated for APN#010-013-004-000. The address is 0 4 <sup>th</sup> Ave, 2NE of Lobos	

PRA LOG  
OCTOBER 2019

REQUEST NUMBER	REQUEST DATE	10-DAY DUE DATE	EXPECTED PRODUCTION DATE	STATUS	COMPLETED DATE	REQUESTOR	INFORMATION REQUESTED	NOTES
2019-181	10/28/2019				10/31/2019	N. Rivera	a copy of the postage equipment lease for the mailing equipment used at your facility. I believe it is Pitney Bowes equipment, and the lease agreement would be with Pitney Bowes Global Financial. If your equipment was purchased, please send a copy of the purchase agreement for the owned equipment.	
2019-182	10/30/2019				11/1/2019	M. Vallentyne	occupancy permits issued for the following addresses: Junipero, 5 NE of 10th after a remodel in 2012, home owner Randy Taving Junipero, 5 of NW of 10th after a remodel in 2015 or 2016, home owner is Peter Altherr , The Golden Bough Playhouse, after 2 jobs, both signed off in 2019.The GC for all of these was Scott Grover.	



Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2019-0001	10/1/2019				PRS, Inc.	800-304-0301	CA1900447	completed	faxed to requestor
2019-0002	10/5/2019	10/15/2019		10/05 mw	Nallely Bernardino	323-891-1535	CA1900604	completed	10/05/19 pick up
2019-0003	10/5/2019	10/10/2019		10/10 DA	Peter Channing Wells		CC1900599	completed	awaiting release at front counter
2019-0004	10/5/2019			10-5 MJR	Dalia Shehata		CC1900624	completed	Released at counter MJR
2019-0005	10/2/2019	10/12/2019		10/07 mw	Lexis Nexis (Hasman)		CA1900540	completed	Mailed mw
2019-0006	10/5/2019	10/15/2019		10/07 mw	Lexis Nexis (Collins)		CA1900540	completed	Mailed mw
2019-0007	10/5/2019	10/15/2019		10/07 mw	Lexis Nexis		CC1900549	completed	Mailed mw
2019-0008	10/5/2019	10/15/2019		10/07 mw	Lexis Nexis		CC1900516	completed	Mailed mw
2019-0009	10/7/2019	10/17/2019		10/08 mw	Metropolitan reporting		CA1900585	completed	Mailed mw
2019-0010	10/8/2019	10/18/2019		10/08 mw	Cheryl Joseph		CA1900604	completed	released at counter mw
2019-0011	10/8/2019	10/18/2019		10/08 mw	Lexis Nexis		CC1900610	completed	Mailed mw
2019-0012	10/10/2019	10/20/2019		11-Oct	Dru Jensen	831-402-9490	CG1800699	completed	redacted report relesed
2019-0013	10/10/2019	10/17/2019		17-Oct	David Hutchings	408-761-4800	CG1900625	completed	awaiting release at front counter
2019-0014	10/10/2019	10/20/2019		10-17 da	Lexis Nexis	800-934-9698	CA1900604	completed	awaiting release at front counter
2019-0015	10/11/2019	10/21/2019		10-12 da	Debbie Hutchings	408-757-7224	CG1900620	completed	awaiting release at front counter
2019-0016	10/18/2019	10/28/2019		10-24 DA	Lexis Nexis	800-934-9698	CA1900589	COMPLETED	MAILED BY DA
2019-0017	10/22/2019	11/1/2019		10-24 DA	Tilman Freisen	1723140025	CC1900678	COMPLETED	MAILED BY DA
2019-0018	10/24/2019	11/3/2019		10-27 DA	Robert Jones	972-571-4491	CA1900607	Completed	awaiting release at front counter
2019-0019	10/24/2019	11/3/2019		10-27 DA	Metropolitan reporting	800-245-6686	CA1900548	Denied	requested payment for photos
2019-0020	10/24/2019	11/3/2019		10-27 DA	Pam Coates	831-622-0722	CA1900585	completed	awaiting release at front counter
2019-0021	10/25/2019	11/4/2019		10-26 DA	State Bar of California	415-538-2374	CG1000383	completed	mailed by DA
2019-0022	10/25/2019	11/5/2019		10/26 DA	Christopher Franklin		CA1900328	completed	mailed by DA
2019-0023	10/21/2019	10/31/2019		10/31 DA	dept of real estate		CG0900147	completed	mailed by DA
2019-0024	10/29/2019	11/8/2019		10/31 DA	Ana Mosquita		CG1900653	Denied	denial letter mailed
2019-0025	10/29/2019	11/8/2019		10/31 DA	Elena Aravina	510-516-9893	CG1900518	completed	mailed by DA
2019-0026	10/30/2019	11/9/2019		10/31 DA	Christina Danley	831-601-5355	CA1900548	completed	awaiting release at front counter
2019-0027	10/30/2019	11/9/2019		10-31 DA	Lexis Nexis	800-934-9698	CC1900593	completed	mailed by DA
2019-0028	10/30/2019	11/9/2019		10-31 DA	Lexis Nexis	800-934-9698	CA1900604	completed	mailed by DA



# CITY OF CARMEL-BY-THE-SEA

## Monthly Report

### Public Works Department Report – October 2019

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Robert M. Harary, P.E., Director of Public Works
<b>SUBMITTED ON:</b>	November 15, 2019
<b>APPROVED BY:</b>	Chip Rerig, City Administrator

#### Forest and Beach Commission Meeting of October 17, 2019:

- Welcomed new Commissioner JC Meyer.
- Michael Caddell was seated as Chair, and Al Saroyan was seated as Vice-Chair.
- Granted an appeal authorizing the removal of a private, 30-inch diameter Coast Live Oak at Carmelo Street, 5 NW of Fourth Avenue, which was causing damage to two adjacent homes built in close proximity to the tree. The applicant was required to test the tree to confirm Armillaria before tree removal, and plant six, 24-inch box, upper canopy trees.
- Discussed the 13 new tree wells excavated in the downtown area and public outreach options to get buy-in from adjacent businesses, such as having business owners select tree types.

#### PW Administration

- Welcomed Giuliano Picciuto as our new Tree Care Specialist.
- Continued to serve as interim City Forester and worked with contract arborist to managing tree removal and pruning permit applications, task orders, and public inquiries.
- Served on selection committee for a new Farmer's Market manager.
- Began preliminary discussions with PG&E to retrofit all 17 street lights within City limits to replace low pressure sodium lights with more energy-efficient LED lights, at no cost to the City.

#### Environmental Programs

- Submitted the Area of Special Biological Significance Compliance Plan and Annual Report to the California Water Quality Control Board.
- Oversaw the contractor who replaced fluorescent lights with more energy-efficient LED lights in seven City buildings. Project was completed ahead of schedule.
- Gave a presentation regarding the City's ban on disposable plastics and green infrastructure at the California Stormwater Quality Association (CASQA) Conference.
- Prepared specifications and contract documents to eradicate weeds and non-native plants from the Mission Trail Nature Preserve (MTNP).

## Facility Maintenance

- Began to remove unused, unsightly newspaper racks and modified news stand to accommodate magazines, newspapers, and papers previously left on the ground.
- Painted over graffiti-prone areas of the abandoned water tank in the MTNP.
- Set up a toy kitchen for the Children’s Library.
- Attended the 2019 Facility Maintenance Expo, meeting colleagues and reviewing new products.
- Began to retrofit the three restrooms in Park Branch Library to be ADA-compliant.

## Forestry, Parks and Beach

- See attached Forester’s Report for October 2019 and summarized below:
- City Trees: 10 dead/hazardous trees were removed, and 3 replacement trees were planted. A shallow PG&E gas line along Dolores sidewalk delayed installation of planned downtown trees.
- Private Trees: 14 dead/hazardous trees were removed, and 11 private trees were planted.
- Advertised to allow people to take wood chips from Rio Road Park at no cost, in order to reduce the large stockpile there.
- Made some repairs along the Boardwalk at the far west end of Fourth Avenue.
- Trees continued to be trimmed to unblock road signs and remove hanging branches.
- Landscape beautification has been completed at dozens of locations city-wide, and this work will continue as funding allows.

## Project Management

- A value engineering review of the Sunset Center Boiler Replacement Project resulted in elimination of a second, redundant boiler and a temporary boiler for the construction period. The project is scheduled to advertise for bids again in November.
- Received and began review of 100% plans and specifications for the Police Building Renovation Project. Building Permit review is also in progress.
- The Storm Drain Master Plan project got underway with condition assessments of the existing drainage network. Information is being updated on the City’s Geographic Information System.
- Met with Neill Engineers to refine pavement treatments for the City-wide FY 2019/20 Paving Project. It was decided to try an asphaltic micro-surfacing technique for the first time in Carmel.
- Neill Engineers began field survey and initial layout concepts for proposed median islands and a bike route along San Carlos, from Eighth to Thirteenth Avenues.

## Street Maintenance

- Finished spreading wood chips along the main MTNP trails.
- Received three quotes for three different, dual-use passenger/cargo van for Community Activities (a CIP Project). Award of a Purchase Order is anticipated for December.
- Reconstructed the flatbed section of a lift truck that was damaged by large tree rounds.
- Found numerous stickers put on the back side of many stop signs along Ocean Avenue.
- Supported the Pumpkin Roll and 103<sup>rd</sup> Anniversary of the City Parade events.
- Storm drain catch basins were cleaned out, and flow diversion devices were removed in preparation for winter storms.

Attachment 6 **OCTOBER 2019**

		October	YTD	2018			October	YTD	2018
City Trees Removed (upper/lower)		10(9/1)	116(100/16)	145	City Trees Planted (upper/lower)		0(0/0)	45(36/9)	62
E/S Torres, 140' south of 5th	15" pine (dead)								
S/S 7th, 80' E of Mission	30" pine (dead)								
W/S Lobos, 30' N of 2nd	26" pine (dead)								
Forest Theatre	26" pine (dead)								
Forest Theatre	7" oak (dead)								
W/S Monterey, 50' N of 3rd	20" pine (hazard)								
ci 4th, 30' W of Santa Rita	16" pine (dead)								
E/S Mission, 50' S of 4th	15" pine (dead)								
W/S San Carlos, 200' S of 10th	28" pine (dead)								
N/S Vista, 30' W of San Carlos	18" pine (dead)								
					SEC Ocean and Mission St		1 x 5-gal Monterey pine - r		
					ci Del Mar parking lot		1 x 15-gal Monterey cypress - r		
					ci Lincoln 50' N of 4th		1 x 5-gal dawn redwood - r		
<b>r - replacement of tree under care</b>									
<b>Private Removal Permits (upper/lower)</b>		<b>14(5/9)</b>	<b>145(98/47)</b>	<b>76</b>	<b>Private Planting Requirements</b>		<b>11(4/7)</b>	<b>84(39/45)</b>	<b>20</b>
Camino Real 2 SE of 10th	1 coast live oak (dead)				1 x 15 gal lower canopy tree				
Junipero 3 SW of Alta	1 Monterey cypress (dead)								
Lincoln 3 NE of 10th	2 oaks (dead, decayed)				1 x 15 gal lower canopy tree				
Lincoln 6 SE of 3rd	17" coast live oak (decayed, hazard)				1 x 15 gal lower canopy tree				
NE Corner of Casanova and 13th	30" oak and 9" oak (dead)				2 x 15 gal lower canopy trees				
Lincoln 2 SE of 12th	1 Monterey pine (dead)				1 x 5 gal upper canopy tree				
Torres 5 NW of 3rd	25" Monterey pine (hazard)				1 x 5 gal upper canopy tree				
San Antonio 2 SW of 13th	1 oak (decayed)				1 x 15 gal lower canopy tree				
SEC of 4th and Torres	1 pine and 1 oak (dead)				1 x 5 gal upper canopy tree				
Carmelo 3 NW of Santa Lucia	1 Monterey cypress (hazard)				1 x 5 gal upper canopy tree				
Dolores 3 SW of 10th	21" coast live oak (dead)				1 x 15 gal lower canopy tree				
<b>Construction Permits (remove/prune)</b>		<b>1(0/1)</b>	<b>19(11/8)</b>	<b>15</b>	<b>Construction Planting Requirements</b>		<b>0 (0/0)</b>	<b>21(11/10)</b>	<b>7</b>
NWC of Casanova and 13th	Remove 8" oak, prune Monterey cypress								
<b>Private Pruning Permits (upper/lower)</b>		<b>18 (12/6)</b>	<b>27 (16/11)</b>	<b>16</b>	<b>Trees Under Care</b>				
NWC of San Carlos and 9th	3 Monterey pines + 5 oaks				FOCF trees planted		108		
Junipero 3 SW of Alta	5 Monterey cypress				City watered		158		
NWC of Carmelo and 12th	1 Monterey pine and 3 Monterey cypress trees								
SEC of Lobos and 3rd	1 coast live oak								
					City irrigated		40		
<b>Trees planted / removed 2013 to date</b>		<b>444 / 939 (47%)</b>							



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

December 3, 2019  
CONSENT AGENDA

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

**SUBMITTED BY:** Robin Scattini, Finance Manager

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** October 2019 Check Register Summary

## RECOMMENDATION:

Approve the check register for October 2019.

## BACKGROUND/SUMMARY:

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

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

## FISCAL IMPACT:

The check register summary for October 2019 totals \$1,539,680.

## PRIOR CITY COUNCIL ACTION:

Council ratified the September 2019 check register at its November 5 regular meeting.

## ATTACHMENTS:

October 2019 check register

**October 2019 Check Register**

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
43908	Monterey County Convention & Visitors Bureau	July-August TID Remittance	10/17/2019	62,613.54
43921	Visit Carmel	July-August CHID Remittance	10/17/2019	159,133.49
43921	Visit Carmel	Regional Destination Marketing Quarter 2	10/17/2019	30,000.00
<b>Total for Department: 000 Marketing &amp; Economic Development</b>				<b>251,747.03</b>

Department: 110 City Council

43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	46.20
43861	Peninsula Messenger Service	Mail service: Sort and delivery October 2019	10/10/2019	5,577.00
43967	US Bank	League of CA Cities Conference: shuttle services	10/24/2019	71.02
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	148.00
<b>Total for Department: 110 City Council</b>				<b>5,842.22</b>

Department: 111 City Administration

43800	AT&T	Telephone service citywide	10/03/2019	2,011.90
43801	AT&T	Subscriber-router monthly service fee	10/03/2019	711.80
43802	AT&T	Long distance telephone service	10/03/2019	35.44
43804	Carmel Pine Cone	Legal noticing	10/03/2019	416.00
43805	CSAC Excess Insurance Authority	Employee Assistance Program fee: Oct-Dec 2019	10/03/2019	576.30
43817	Trowbridge Enterprises	Ergonomic chairs for staff	10/03/2019	1,581.93
43818	Universal Staffing Inc	Contract services for temp office help	10/03/2019	2,521.32
43819	US Bank	IT supplies, subscriptions, training fees	10/03/2019	2,054.22
43823	Digital Deployment	Comprehensive IT Service Program-monthly fee	10/03/2019	700.00
43824	FedEx	Shipping fees	10/03/2019	26.39
43836	Accela, Inc	Support services and ESS portal setup and training	10/10/2019	1,406.25
43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	133.30
43846	Copies By-The-Sea	Agenda and misc printing services	10/10/2019	885.55
43878	T-Mobile	Monthly cell usage and purchases	10/10/2019	1,461.84
43881	US Bank	Harassment prevention training fee	10/10/2019	25.99
43882	Verizon Wireless	Usage and purchases, voice, messaging, data	10/10/2019	119.22
43884	Zoom Imaging Solutions, Inc.	Admin copier usage	10/10/2019	222.53
43886	Alhambra	Water service City Hall	10/17/2019	121.55
43902	Image Sales	Employee ID badges	10/17/2019	20.22
43906	MISAC	Municipal Info. Systems Assoc. Calif.: conf. registration	10/17/2019	750.00
43913	Public Storage Inc	Storage Unit DO41 monthly fee	10/17/2019	721.00
43914	Renne Public Law Group	Professional services	10/17/2019	4,128.72
43919	Universal Staffing Inc	Contract services for temp office help	10/17/2019	1,227.94

43939	Carmel Pine Cone	Legal noticing	10/24/2019	615.00
43946	Digital Deployment	Comprehensive IT Service Program-monthly fee	10/24/2019	700.00
43958	Netkiller, Inc.	G Suite Business Upgrade 12 mo	10/24/2019	15,122.40
43959	Office Depot, Inc.	Office supplies	10/24/2019	64.61
43963	Sprint	Cell service, usage and purchases	10/24/2019	400.44
43965	Toshiba Financial Service	Copier contract Admin ESTUDIO 5506ACT	10/24/2019	371.54
43966	Universal Staffing Inc	Contract services for temp office help	10/24/2019	1,219.90
43967	US Bank	IT subscriptions and City Clerk supplies	10/24/2019	1,992.01
43968	Wageworks	Healthcare monthly admin and compliance fee	10/24/2019	175.00
43972	AT&T	Telephone service citywide	10/31/2019	1,496.56
43973	AT&T	Subscriber-router monthly service fee	10/31/2019	711.80
43975	Carmel Pine Cone	Legal noticing	10/31/2019	425.00
43977	Chavan and Associates, LLC	Audit services	10/31/2019	8,450.00
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	275.52
43980	Comcast	Business cable service-City Hall	10/31/2019	68.54
43981	Corbin Willits System	MOM software support	10/31/2019	720.79
43988	FedEx	Shipping fees	10/31/2019	11.53
43999	Pak Mail Carmel	Federal Express shipping	10/31/2019	55.28
44007	Trowbridge Enterprises	Ergonomic office chairs and other ergonomic items	10/31/2019	749.30
44008	Universal Staffing Inc	Contract services for temp office help	10/31/2019	1,200.12
44009	US Bank	HR memberships, subscriptions, ergonomic furniture	10/31/2019	751.53

Total for Department: 111 City Administration	57,436.28
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Department: 112 City Attorney

43838	Best Best & Krieger, Attorney At Law	Professional services: wireless ordinance	10/10/2019	365.00
43873	Kennedy, Archer & Giffen	Legal services August 2019	10/10/2019	37,440.00

Total for Department: 112 City Attorney	37,805.00
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Department: 115 Community Planning & Building

43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	1,989.54
43889	Baystar Express	Paper and supplies - Invoice #122	10/17/2019	54.38
43897	Copies By-The-Sea	Planning Commission packets - September 2019	10/17/2019	212.45
43901	Engineered Fire Systems	August 2019 plan reviews - Invoice #15536	10/17/2019	800.00
43909	Office Depot, Inc.	Office supplies	10/17/2019	6.38
43912	People Information Earth Services	Monthly service fees: July - Sept 2019	10/17/2019	900.00
43940	Carmel Towing & Garage	September fuel: building & code enforcement	10/24/2019	135.77
43943	De Lage Landen Financial	Copier Lease - Invoice #65268285	10/24/2019	201.19
43951	Kara Brunzell	Project to update City Historic Context Statement	10/24/2019	5,800.00
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	1,019.72

Total for Department: 115 Community Planning & Building	11,119.43
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Department: 116 Police

43798	Alhambra	PD water service	10/03/2019	210.57
43803	Caltronics Business Systems, Inc.	Copier meter reading and toner	10/03/2019	630.75
43806	Cypress Coast Ford/Lincoln	Ford Expedition repairs - inv# 344438	10/03/2019	5,856.19
43808	Joe Boucher	Meal reimbursements: Motor Officer Advanced Training	10/03/2019	76.00
43809	Luke Powell	Meal reimbursements: Partnering for Success training	10/03/2019	76.00
43810	Michael Bruno	Reimbursement: PD hosted training refreshments	10/03/2019	71.80
43812	Mission Trail Lions of Carmel	Annual membership fee - inv# 091719LP	10/03/2019	280.00
43814	Office Depot, Inc.	Office supplies	10/03/2019	552.41
43815	Rancho Car Wash	August 2019 car washes - inv# 090719PD	10/03/2019	95.72
43816	Same Day Shred	Shredding services	10/03/2019	45.00
43818	Universal Staffing Inc	Contract services for temp office help	10/03/2019	148.75
43821	AT&T	T1 line & internet services	10/03/2019	82.35
43822	Central Valley Toxicology, Inc.	Drug screening - inv# 292703	10/03/2019	68.00
43826	Jacob Clifford	Training expenses reimbursement: Narcotics Investigator	10/03/2019	646.89
43827	Lemos Service Inc	Smart car repairs - inv# 249090	10/03/2019	123.00
43828	Pacific Gas & Electric	PD Security Cameras - inv# 46579635973 072919	10/03/2019	206.64
43831	Verizon Wireless	Air card, inv# 9837788217	10/03/2019	304.18
43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	415.65
43891	Caltronics Business Systems, Inc.	Copier meter reading	10/17/2019	171.07
43896	Comcast	Cable TV & T1	10/17/2019	198.90
43905	Lemos Service Inc	Dodge Charger repairs - inv# 249327	10/17/2019	1,426.59
43915	Silke Communications	VHF antenna - inv# 88522	10/17/2019	84.28
43916	T2 Systems Canada Inc.	Digital Iris Svcs.	10/17/2019	125.00
43918	Transunion Risk & Alterna	Investigative searches	10/17/2019	58.80
43919	Universal Staffing Inc	Contract services for temp office help	10/17/2019	163.63
43920	US Bank	Expenses for various trainings	10/17/2019	2,685.55
43938	California Department Of Justice	September 2019 fingerprint services - inv# 407851	10/24/2019	151.00
43940	Carmel Towing & Garage	August 2019 fuel, inv# 42957	10/24/2019	3,389.08
43953	Monterey Auto Supply Inc/Napa Auto Parts	Supplies, inv# 683576	10/24/2019	27.77
43955	Monterey County Health Department	Sexual assault investigations annual retainer fee	10/24/2019	2,000.00
43957	Monterey Tire Service Inc	Tires - inv# 1-91586	10/24/2019	184.25
43966	Universal Staffing Inc	Contract services for temp office help	10/24/2019	66.94
43976	Carmel Towing & Garage	September 2019 fuel, inv# PD100119	10/31/2019	2,874.59
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	828.92
43983	De Lage Landen Financial	Copier lease and usage	10/31/2019	313.85
43984	DLB Associates Inc.	Server & equipment - inv# 092519	10/31/2019	15,537.29
43989	Jacob Clifford	Reimbursement for Smart car fuel	10/31/2019	36.49
43990	Joe Boucher	Meal reimbursements: Rich Oliver's Motor School	10/31/2019	126.00
43992	Lisa Johnson	Reimbursement for gift cert. for seniors helping seniors	10/31/2019	20.00
43995	Monterey County Animal Servcies	1st qtr animal impounds, inv# 100319	10/31/2019	175.00
44001	Rancho Car Wash	September 2019 car washes, inv# 100619PD	10/31/2019	65.59
44008	Universal Staffing Inc	Contract services for temp office help	10/31/2019	193.38

Total for Department: 116 Police

40,793.87



Department: 117 Fire

43807	First Alarm	Alarm inspection/monitoring - inv# 493368	10/03/2019	275.94
43811	Mission Linen Service	Linen manitenance - inv# 510773411	10/03/2019	168.94
43813	Municipal Emergency Services	Uniforms, inv# IN1347368	10/03/2019	1,100.38
43887	American Supply Company	Janitorial supplies - inv# 2861336	10/17/2019	126.34
43892	Carmel Towing & Garage	August 2019 fuel, inv# FD090119	10/17/2019	1,515.90
43895	City Of Monterey	Fire Admin Services	10/17/2019	207,770.00
43895	City Of Monterey	Fire truck repairs - inv# 85447	10/18/2019	6,576.03
43907	Mission Linen Service	Linen maintenance - inv# 510870204	10/17/2019	176.14
43953	Monterey Auto Supply Inc/Napa Auto Parts	Circuit breaker, inv# 444200	10/24/2019	18.57
43971	Alhambra	Water service: FD	10/31/2019	25.09
43976	Carmel Towing & Garage	September 2019, inv# FD100119	10/31/2019	1,492.76
43994	Mission Linen Service	Linen maintenance - inv# 510973032	10/31/2019	186.94
<b>Total for Department: 117 Fire</b>				<b>219,433.03</b>

Department: 118 Ambulance

43820	Verizon Wireless	Cell phone service - FY19/20	10/03/2019	14.04
43829	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	10/03/2019	50.44
43832	Wittman Enterprises, LLC	Ambulance Billing Svcs., July & Aug 2019 - inv# 190809	10/03/2019	3.26
43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	57.75
43890	Bound Tree Medical LLC	Medical supplies	10/17/2019	1,663.29
43895	City Of Monterey	Ambulance admin fee	10/17/2019	1,582.00
43898	Cypress Coast Ford/Lincoln	Ambulance repairs - inv# 343792	10/17/2019	7,716.86
43911	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rental - inv# 191563	10/17/2019	90.30
43945	Dept of Health Care Service	Ambulance transport quality assurance fee: Q2 2019	10/24/2019	4,457.97
43948	Inmar RX Solutions Inc	Medical supplies disposal - inv# 25460-2019-100	10/24/2019	227.50
43964	Dr. James Stubblefield	Medical Director svcs agreement	10/24/2019	5,000.00
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	274.84
43983	De Lage Landen Financial	Copier lease and usage	10/31/2019	88.09
44006	Stryker	Replacement modem - inv# 187680	10/31/2019	2,754.00
<b>Total for Department: 118 Ambulance</b>				<b>23,980.34</b>

Department: 119 Public Works

43799	American Messaging	Pagecopy useage - inv# L5253283T1	10/03/2019	114.23
43837	Alhambra	Water Delivery for Public Works	10/10/2019	315.21
43839	Caltronics Business Systems, Inc.	Copier meter reading	10/10/2019	82.48
43840	Carmel Towing & Garage	Fuel for PW vehicles	10/10/2019	2,175.19
43841	Cintas Corporation	Uniform Service for Public Works Division	10/10/2019	353.71
43842	City Of Monterey	Public Works vehicle maintenance	10/10/2019	4,205.78
43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	551.67

43844	Concept Security	Work done to panic alarm at PD, inv#980881	10/10/2019	1,890.00
43845	Consolidated Electrical Dist., Inc	Electrical work done for various City sites, inv#4914	10/10/2019	312.54
43846	Copies By-The-Sea	Printing services for PW, inv#1002	10/10/2019	188.51
43847	De Lage Landen Financial	Copier lease and usage	10/10/2019	419.13
43848	Drought Resistant Nursery	Forestry planting supplies, inv#242169	10/10/2019	243.72
43850	Edges Electrical Group	Electrical supplies for all Public Works Divisions	10/10/2019	608.60
43851	Ferguson Enterprises, Inc.	Supplies for PW divisions for City work	10/10/2019	578.32
43852	Hayward Lumber	Lumber and supplies for all divisions of Public Works	10/10/2019	702.35
43856	M & S Building Supply	Supplies for City facility maintenance	10/10/2019	55.42
43857	MJ Murphy Lumber and Hardware	Hardware and lumber supplies for all divisions in PW	10/10/2019	284.91
43858	Monterey Fire Ext. Co.	Service to extinguishers at Carmel Fire - inv#74209	10/10/2019	218.00
43874	Rental Depot - Monterey	Rental of mower for Martin Meadow	10/10/2019	456.19
43875	Scarborough Lumber & Building	Supplies for projects in the City	10/10/2019	145.38
43876	Sherwin-Williams Co.	Paint and supplies for all divisions of Public Works	10/10/2019	56.44
43880	Universal Staffing Inc	Contract services for temp office help	10/10/2019	783.00
43881	US Bank	Tree watering supplies, safety clothing, vehicle tire	10/10/2019	700.02
43883	West Coast Arborists Inc .	Tree work citywide	10/10/2019	7,052.00
43893	CCAC	Registration fee clerk meeting training	10/17/2019	200.00
43903	John Ley's Tree Service	Tree work citywide	10/17/2019	5,573.00
43962	Sentry Alarm Systems	Monitoring-Burglar alarm systems misc city buildings	10/24/2019	231.00
43976	Carmel Towing & Garage	Fuel for PW vehicles	10/31/2019	2,424.33
43978	Cintas Corporation	Uniform Service for Public Works Division	10/31/2019	225.27
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	1,620.01
43985	Drought Resistant Nursery	Supplies for forestry for various City locations	10/31/2019	245.61
43987	Escobedo's Gardening & Landscaping	Park benches supplies- inv#3050	10/31/2019	1,937.70
43993	M & S Building Supply	Supplies for MTNP benches, inv#0014301470	10/31/2019	3,523.20
43996	Monterey Regional Waste Management District	Hazardous supplies disposal, inv#9302019waste	10/31/2019	246.20
43997	Monterey Tire Service Inc	New tire for unit 6, inv#1-91486	10/31/2019	551.58
44002	Robert Harary	Travel expense reimbursement: APWA Conference	10/31/2019	142.93
44003	Ryan Ranch Printers	Business cards in#21265	10/31/2019	179.44
44004	State of Ca - Dept of Industrial Relations	State of Ca fees for dumb waiter at HML inv#E1675385S	10/31/2019	225.00
44005	State Water Resources Control Board (SWRCB)	Annual permit fees	10/31/2019	5,692.00
44009	US Bank	Facility maintenance supplies	10/31/2019	696.98
<b>Total for Department: 119 Public Works</b>				<b>46,207.05</b>

Department: 120 Library

43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	103.95
43860	Pacific Grove Self Storage	Storage unit for City art	10/10/2019	280.00
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	1,053.00
<b>Total for Department: 120 Library</b>				<b>1,436.95</b>

Department: 121 Community Activities

43825	Golden State Portables	Portable toilet station svces:Sand Castle Contest	10/03/2019	805.69
43843	Coastal TPA, Inc	Dental and vision reimbursement claims	10/10/2019	11.55
43888	Andrea Carter	Music for the City Birthday/Halloween Luncheon	10/17/2019	600.00
43917	The Carmel Sandpiper	Ad in CHS newspaper	10/17/2019	95.00
43941	Carmel Youth Center Inc	Shuttle services for Concours August 2019	10/24/2019	8,779.56
43967	US Bank	Event posters & signs	10/24/2019	3,136.87
43975	Carmel Pine Cone	Legal noticing: City birthday ad	10/31/2019	425.00
43979	Coastal TPA, Inc	Dental and vision reimbursement claims	10/31/2019	323.71
43982	County of Monterey	CDFA Certified Farmers' Market certificate	10/31/2019	50.00

Total for Department: 121 Community Activities			14,227.38
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Department: 122 Economic Revitalization

43877	Sunset Cultural Center Inc.	FY19-20 Qtr 2 payment: Sunset Center & Forest Theater	10/10/2019	192,500.00
43954	Monterey County Convention & Visitors Bureau	FY19-20 Qtr 2 payment	10/24/2019	47,336.75

Total for Department: 122 Economic Revitalization			239,836.75
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Department: 130 Non-Departmental

43830	Tristar Risk Management	Claims Admin Services Oct-Dec 2019	10/03/2019	3,225.00
43859	Pacific Gas & Electric	Gas & electric service citywide	10/10/2019	53.30
43956	Monterey County Tax Collector	2019-20 Secured Property taxes	10/24/2019	78,922.94
43960	Pacific Gas & Electric	Gas & electric service citywide	10/24/2019	11,063.53
43974	Cal-Am Water Company	Water service citywide	10/31/2019	9,955.10

Total for Department: 130 Non-Departmental			103,219.87
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Department: 311 Capital Projects

43849	Dudek	Grant prep assistance: DWR Urban Streams Restoration	10/10/2019	7,000.00
43986	Edges Electrical Group	Supplies for Ocean Ave. median lighting project, inv#S4748	10/31/2019	2,617.35
44009	US Bank	Supplies for Ocean Ave. median lighting project	10/31/2019	275.31

Total for Department: 311 Capital Projects			9,892.66
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Department: 411 Debt Service

43879	Union Bank Of California	Sunset Center debt service bond interest payment	10/10/2019	88,555.99
43879	Union Bank Of California	Sunset Center debt service bond payment	10/10/2019	325,000.00
43998	MUFG Union Bank, N.A.	2012 Taxable Pension Obligation Bond interest payment	10/31/2019	35,430.17

Total for Department: 411 Debt Service			448,986.16
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Department: 513 Veh & Equip Replacement

43833                      Wondries Fleet Group    Replacement patrol Car    10/03/2019    27,715.51

Total for Department: 513 Veh & Equip Replacement	27,715.51
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<b>Grand Total</b>	<b>1,539,679.53</b>
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**October Contract Payments:**

<b>Vendor</b>	<b>Contract Amt</b>	<b>Paid through October</b>	<b>Contract Balance</b>	
Pen Messenger	\$ 203,025.00	\$ 143,202.00	\$ 59,823.00	
City of Monterey	\$2,381,892.00	\$ 823,036.75	\$1,558,855.25	Fire admin services
West Cst Arborists	\$ 100,000.00	\$ 72,660.00	\$ 27,340.00	
Renne Public Law	\$ 40,000.00	\$ 26,797.91	\$ 13,202.09	
Chavan & Assoc.	\$ 32,000.00	\$ 18,250.00	\$ 13,750.00	
Brunzell Historical	\$ 24,999.00	\$ 13,900.00	\$ 11,099.00	
J. Ley's Tree Svc.	\$ 100,000.00	\$ 8,734.50	\$ 91,265.50	
Dudek	\$ 100,000.00	\$ 43,584.69	\$ 56,415.31	



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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Sharon Friedrichsen - Director, Contracts and Budgets
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-083, authorizing the City Administrator to execute Amendment #1 to the Master Program Funding Agreement between the Transportation Agency for Monterey County and the City of Carmel-by-the-Sea

### RECOMMENDATION:

Adopt Resolution 2019-083, authorizing the City Administrator to execute Amendment #1 to the Master Program Funding Agreement between the Transportation Agency for Monterey County and the City of Carmel-by-the-Sea.

### BACKGROUND/SUMMARY:

On November 8, 2016, Monterey County voters approved a 3/8% transactions and use tax to fund transportation safety and mobility projects known as Measure X. On July 11, 2017, the City Council authorized the City Administrator to execute a master program funding agreement between the Transportation Agency for Monterey County (TAMC) and the City. The funding agreement, dated August 7, 2017, outlines the reporting and use requirements pertaining to Measure X. One of the requirements of the agreement stipulates that the City spend a portion of its local revenue on local road projects to augment Measure X revenues, rather than use the Measure X revenue to supplant, or back fill, prior levels of transportation expenditures. This is known as the maintenance of effort (MOE) requirement.

The Measure X agreement currently calculates maintenance of effort by using “an annual average of the prior three years spent for local transportation purposes and shall be the same amount reported to the State Controller pursuant to Streets and Highways Code section 2151.” However, the agreement does not specifically reference which three years the City should use in calculating the MOE. In addition, the Measure X MOE calculation penalizes jurisdictions that make large one-time investments in transportation maintenance.

The State of California enacted legislation known as the Road Repair and Accountability Act of 2017, often referred to as Senate Bill or SB 1, after the Measure X agreement was executed. SB 1 provides funding to local governments for local road projects and also requires that local governments meet a maintenance of effort requirement in order to receive State funds. However, the State’s MOE calculation is based upon a fixed three years of past expenditures (fiscal years 2009-10, 2010-11 and 2011-12) rather than a rolling

average like Measure X.

On October 23, 2019, the TAMC Board of Directors approved Ordinance 2019-01 to revise the definition for calculating the Maintenance of Effort. The new MOE is calculated based upon the annual average of a jurisdiction's expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151. This baseline amount will be indexed annually to the Engineering News Record construction index. The intent of the change in MOE is to ensure jurisdictions maintain using local funds for transportation purposes without penalizing jurisdictions that make large one-time investments in transportation. The new MOE calculation is based upon the three-year average as required by SB 1, or the amount expended by a jurisdiction in fiscal year 2016-17, whichever is greater.

There are two sections within the existing agreement that must be modified to reflect the new MOE language. This item is therefore on the Council's agenda to authorize the City Administrator to execute Amendment #1 to the Master Program Funding Agreement between the Transportation Agency for Monterey County and the City of Carmel-by-the-Sea, which will codify the changes to the MOE.

#### **FISCAL IMPACT:**

Under Measure X, the City's current MOE is \$639,565. However, the City's MOE based upon the three-year average, as required under SB 1, is \$557,048.

#### **PRIOR CITY COUNCIL ACTION:**

City Council adopted Resolution 2017-086 on July 11, 2017 that authorized the City Administrator to execute a master program funding Agreement with TAMC for Measure X.

#### **ATTACHMENTS:**

Attachment #1- Resolution 2019-083 Authorizing Amendment #1 to Funding Agreement  
Carmel-Monterey County-Measure X Amendment Amendment 1

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

**RESOLUTION NO. 2019-083**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT #1 TO THE  
MASTER PROGRAM FUNDING AGREEMENT BETWEEN THE TRANSPORTATION AGENCY  
FOR MONTEREY COUNTY AND THE CITY OF CARMEL-BY-THE-SEA**

WHEREAS, Monterey County voters approved a three-eighths cent transaction and use tax for the Transportation Agency for Monterey County (TAMC) known as "Measure X"; and

WHEREAS, the City of Carmel-by-the-Sea will receive 1.19% of Measure X revenues for 30 years to spend on local road projects; and

WHEREAS, the City Council adopted Resolution 2017-086 on July 11, 2017 that authorized the City Administrator to execute a master program funding Agreement with TAMC regarding the requirements for the use of Measure X and annual reporting requirements; and

WHEREAS, the Agreement requires Measure X recipients to allocate a certain amount of local revenue for transportation projects in order to augment, rather than supplant, Measure X funds known as the "Maintenance of Effort"; and

WHEREAS, on October 23, 2019, the TAMC Board of Directors approved Ordinance 2019-01 to revise the definition for calculating the Maintenance of Effort; and

WHEREAS, TAMC and the City of Carmel-by-the-Sea desire to amend the Agreement to make the Maintenance of Effort definition consistent with Ordinance 2019-01.

**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 #1 to the Master Program Funding Agreement between the Transportation Agency for Monterey County and the City.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3<sup>rd</sup> day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

---

Dave Potter  
Mayor

---

Britt Avrit, MMC  
City Clerk



**AMENDMENT #1 TO MEASURE X MASTER PROGRAMS FUNDING AGREEMENT**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**CITY OF CARMEL-BY-THE-SEA**

THIS AMENDMENT No. 1 to the Agreement originally dated August 7, 2017, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and the City of Carmel-by-the-Sea hereinafter referred to as “Jurisdiction,” is hereby entered into between TAMC and the Jurisdiction.

**RECITALS:**

- A. **WHEREAS**, TAMC and Jurisdiction entered into a Measure X Master Programs Funding Agreement on August 7, 2017 hereinafter referred to as “Agreement;”
- B. **WHEREAS**, both the Agreement and Measure X implementing ordinance (Ordinance 2016-01) included a Maintenance of Effort requirement defined as an average of the prior three years spent for local transportation purposes; and
- C. **WHEREAS**, subsequent to the adoption of Measure X, the State of California adopted “SB 1,” which provided, among other things, funding to local jurisdictions based upon a different Maintenance of Effort calculation, thus creating potential confusion and conflicts in such calculations for Measure X jurisdictions; and
- D. **WHEREAS**, TAMC also received feedback from local jurisdictions during the Fiscal Year 2017/18 Measure X Annual Reporting period that this Maintenance of Effort calculation would penalize local jurisdictions that make large one-time investments in transportation maintenance improvements;
- E. **WHEREAS**, on July 16, 2019, the Measure X Citizens Oversight Committee recommended that the Maintenance of Effort definition be revised to “an amount not less than the annual average of its expenditures from its general fund during the preceding three fiscal years 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151. This baseline amount will be indexed annually to the Engineering News Record construction index”;
- F. **WHEREAS**, on October 23, 2019, the TAMC Board of Directors, with support from the Measure X Citizens Oversight Committee and Jurisdiction, duly approved Ordinance 2019-01, which amended the Measure X implementing ordinance (Ordinance 2016-01) to revise the definition for calculating the Maintenance of Effort, as described above; and
- G. **WHEREAS**, TAMC and Jurisdiction desire to amend the Agreement to make the Maintenance of Effort definition consistent with Ordinance 2019-01.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. Article I, Paragraph 4**

The definition of “Maintenance of Effort Report” shall be replaced in its entirety with the following:

Maintenance of Effort Report: A report to be adopted by a jurisdiction, no later than December 31 of each year the Measure X tax is in effect, verifying that Measure X funds received by the reporting jurisdiction have been used to augment, and not supplant, local resources spent in the fiscal year, as described in Article IV Section A.6. The amount of local resources spent for the fiscal year is calculated as the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151. This baseline amount will be indexed annually to the Engineering News Record construction index.

**2. Article IV, Section A, Paragraph 6**

Article IV, Section A, Paragraph 6 shall be replaced in its entirety with the following:

6. RECIPIENT shall certify, no later than August 31, 2017 and December 31st of each year thereafter, in an annual Maintenance of Effort Report verification that these Measure X funds are used to augment and not supplant local resources spent. RECIPIENT shall expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151 (“Maintenance of Effort”). This baseline amount will be indexed annually to the Engineering News Record construction index.

**3. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 1 to the Agreement shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to the Agreement, effective as of the date signed by all parties.

TAMC:

JURISDICTION:

\_\_\_\_\_  
Debra L. Hale  
Executive Director

\_\_\_\_\_  
Chip Rerig  
City Administrator  
City of Carmel-by-the-Sea

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Approved as to form:

\_\_\_\_\_  
TAMC Counsel

\_\_\_\_\_  
(date)

Approved as to form:

\_\_\_\_\_  
Brian A. Pierik, City Attorney

\_\_\_\_\_  
(date)



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

December 3, 2019  
CONSENT AGENDA

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

**SUBMITTED BY:** Britt Avrit, City Clerk

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** Adopt Resolution 2019-084 establishing the meeting dates of the City Council for calendar year 2020.

## RECOMMENDATION:

Adopt Resolution 2019-084 establishing the meeting dates of the City Council for calendar year 2020.

## BACKGROUND/SUMMARY:

The City's Municipal Code states the City Council Regular Meetings are held on the first Tuesday of the month beginning at 4:30 pm and the Tour of Inspection on the Monday prior to the regular meeting of the month, unless otherwise established from time to time by resolution.

The Municipal Code further states, in December of each year, the City Council shall place on its agenda a calendar for the following year. The Mayor and Mayor Pro Tem are to meet prior to the December meeting to develop the calendar for presentation to the City Council.

Resolution 2019-084 includes the proposed dates for the 2020 calendar year and have been developed to establish a balanced calendar and allows sufficient time for agenda packet preparation and review.

Historically, the Regular and Special Meetings of the City Council may have been held on different dates and this Resolution satisfies the Municipal Code.

## FISCAL IMPACT:

None for this action.

## PRIOR CITY COUNCIL ACTION:

None for this action.

## ATTACHMENTS:

Resolution 2019-084, 2020 Council Meeting Calendar

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

**RESOLUTION NO. 2019-084**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
ESTABLISHING THE MEETING DATES OF THE CITY COUNCIL FOR CALENDAR YEAR  
2020.**

WHEREAS, Section 2.04.010 of the City’s Municipal Code stipulates that the Council regular meetings are held on the first Tuesday of the month beginning at 4:30 pm and the Tour of Inspection on the Monday prior to the regular meeting of the month, unless otherwise established from time to time by resolution; and

WHEREAS, the Mayor and Mayor Pro Tem have proposed the 2020 Council calendar to establish a balanced calendar to allow sufficient time for agenda packet preparation and review; and

WHEREAS, the proposed 2020 City Council Meeting dates are attached as Exhibit “A”.

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

Approve the calendar of the City Council Regular Meetings for calendar year 2020 as attached hereto as Exhibit “A”.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-  
THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter  
Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk

EXHIBIT "A"

<b>Monday before Council Meeting 4:30 p.m.</b>	<b>City Council Meeting 4:30 p.m.</b>
January 6	January 7
February 3	February 4
March 2	March 3
April 6	April 7
May 4	May 5
June 1	June 2
July 6	July 7
August 3	August 4
August 31	September 1
October 5	October 6
November 2	November 3
November 30	December 1



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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Robert Harary, P.E, Director of Public Works
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-085 authorizing the purchase of a Community Activities Cargo Van from Cypress Coast Ford

## RECOMMENDATION:

Adopt Resolution 2019-085 authorizing the purchase of a Community Activities Cargo Van from Cypress Coast Ford of Seaside for a not-to-exceed amount of \$34,816.16.

## BACKGROUND/SUMMARY:

The existing 2000 Community Activities cargo van is 19 years old and is rapidly deteriorating making it increasingly unreliable. Replacement of this vehicle will continue the City's commitment to replace vehicles upon reaching their useful service life so they do not become overly problematic nor too costly to maintain.

Public Works and Community Activities worked together and researched, test drove, and obtained three quotes for three different vans. The Nissan NV was determined to be too expensive, and the Ford Transit Connect was too small. The Ford Transit T-150 Cargo Van will provide increased hauling capabilities that will increase efficiencies by reducing the need for multiple loads of event supplies, fencing, delineators, etc. to be loaded and unloaded for special events.

Three quotes were obtained for the "best fit" van, a 2019 Ford Transit T-150 Cargo Van. The lowest quote of \$34,816.16 was submitted by Cypress Coast Ford in Seaside. Elk Grove Ford submitted the second lowest quote of \$35,811.00, and Salinas Valley Ford submitted the highest quote of \$35,965.87. These prices reflect rebates, sales tax, DMV fees, and documentation.

## FISCAL IMPACT:

Funding for this van was included in the City Council-approved Capital Improvement Plan for Fiscal Year 2019/20. This CIP Project PW-19-20-05 was budgeted for \$30,000 from the Vehicle and Equipment Fund. The remaining \$4,816.16 will come out of the Community Activities' operating budget for Community Promotions, account 101-121-00-42005.

## PRIOR CITY COUNCIL ACTION:

On June 5, 2019, Council approved the FY 2019/20 Capital Improvement Plan which included an

appropriation of \$30,000 from the Vehicle and Equipment Fund for a new Community Activities van. At the same meeting, Council approved the Community Activities operating budget for FY 2019/20.

## **ATTACHMENTS:**

Resolution 2019-085 Community Activities Cargo Van purchase  
Attachment #2 - Cargo Van Quotes



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

**RESOLUTION NO. 2019-085**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE PURCHASE OF A COMMUNITY ACTIVITIES CARGO VAN FROM  
CYPRESS COAST FORD OF SEASIDE FOR A NOT-TO-EXCEED AMOUNT OF \$34,816.16**

WHEREAS, the existing 2000 Community Activities van is now 19 years old and is rapidly deteriorating making it increasingly unreliable; and

WHEREAS, three different cargo vans were researched, test driven, and were provided quotes; and

WHEREAS, three quotes were obtained for the “best fit” 2019 Ford Transit T-150 Cargo Van. The lowest quote of \$34,816.16 was submitted by Cypress Coast Ford in Seaside and includes rebates, sales tax, and DMV documentation fees; and

WHEREAS, \$30,000 was budgeted for a new Community Activities van in the City Council-approved Capital Improvement Plan for Fiscal Year 2019/20 with funding from the Vehicle and Equipment Replacement Fund; and

WHEREAS; the differential cost of \$4,816.16 is available for this purchase from the City Council-approved Fiscal Year 2019/20 Community Activities Department operating budget in Community Promotions account 101-121-00-42005.

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

Authorize the purchase of a 2019 Ford Transit T-150 Cargo Van from Cypress Coast Ford of Seaside for a not-to-exceed amount of \$34,816.16.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-  
THE-SEA this 3rd day of December 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter  
Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk

# QUOTE

**CYPRESS COAST FORD**

Mike Aubuchon  
 831-899-8300 Work PH  
 831-915-5531 Cell  
 maubuchon@vscc.com

DATE: OCTOBER 22, 2019

4 GEARY PLAZA  
 SEASIDE CA 93955

TO CITY OF CARMEL

Margi Perotti



FLEET MANAGER	FLEET #	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Mike Aubuchon	QL527	Delivered	N/C	TBD	Due on receipt	TBD

QTY	ITEM #	DESCRIPTION	MSRP		TOTAL
1	101A	2019 TRANSIT T-150 MR CR VAN 3.7L TIVCT V6 ENGINE 6-SPD AUTO SELECTSHIFT	\$36,925.00		\$34,992.00
		Exterior FROZEN WHITE METALLIC Interior EBONYCLOTH SEATS		LESS REBATE	-\$3,500.00
		POWER WINDOWS & LOCKS REAR VIEW CAMERA HEAVY DUTY BATTERY CRUISE CONTROL REVERSE SENSING SYSTEM		NET COST	\$31,492.00
		**** TIME SENSITIVE DUE TO AVAILABILITY ****			
				DMV	N/A
				DOC FEE	\$80.00
				SALES TAX	\$3,244.16
				TOTAL BID	\$34,816.16

Quotation prepared by: Mike Aubuchon

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_



**Carmel-  
by-the-Sea**

**Rob Culver** <rculver@ci.carmel.ca.us>

---

**Tranist**

1 message

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**Cole Wood** <cgwegf@gmail.com>  
To: rculver@ci.carmel.ca.us

Tue, Oct 29, 2019 at 4:09 PM

Hello, The out the door number on transit kkb83427 would be \$35,811.00. This is using all the rebates and using carmel tax.

Cole Wood  
Sales Manager  
Elk Grove Ford  
(916)478-7000

# Salinas Valley Ford Lincoln

Date: 10/23/2019 Attachment 2  
 Salesperson: Bob Hoehlein  
 Manager: Jorge Ramirez

FOR INTERNAL USE ONLY

<b>BUSINESS NAME</b>	<u>CITY OF CARMEL-BY-THE-SEA</u>	Home Phone:
<b>CONTACT</b>	<u>Rob Culver</u>	
<b>Address :</b>	<u>PO BOX CC</u> <u>Carmel By The Sea, CA 93921</u> <u>MONTEREY</u>	Work Phone:
<b>E-Mail :</b>	<u>rculver@ci.carmel.ca.us</u>	Cell Phone: <u>(831) 901-4888</u>

<b>VEHICLE</b>	Stock # : <u>LOCATECOCCBTS</u>	New / Used : <b>New</b>	VIN : <u>1FTYE1CM2KKA30939</u>	Mileage: <u>0</u>
	Vehicle : <u>2019 Ford Transit-150</u>		Color :	
	Type : <u>Base w/Sliding</u>			

<b>TRADE IN</b>	Payoff :	VIN :	Mileage:
	Vehicle :	Color :	
	Type :		

Market Value Selling Price	36,925.00
Discount	1,500.00
Rebate	3,500.00
Adjusted Price	31,925.00
Total Purchase	31,925.00
Trade Allowance	
Trade Difference	
Doc Fee	85.00
Tax	3,107.12
Non Tax Fees	848.75
Net Price	35,965.87
Trade Payoff	
Cash Deposit	.00
Balance	35,965.87

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



We Are The Valley

**Bob Hoehlein**  
 Sales & Leasing Consultant

1100 Auto Center Circle  
 Salinas, CA 93907  
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 Service: (831) 444-4444  
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# CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Robert Harary, P.E, Director of Public Works
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-086 authorizing the City Administrator to execute Change Order No. 2 to the On-Call, As-Needed Tree Services Contract with West Coast Arborists for a total not-to-exceed fee increase of \$25,000.

## RECOMMENDATION:

Adopt Resolution 2019-086 authorizing the City Administrator to execute Change Order No. 2 to the On-Call, As-Needed Tree Services Contract with West Coast Arborists for a total not-to-exceed fee increase of \$25,000.

## BACKGROUND/SUMMARY:

Various tree services are needed for our urban forest such as tree risk evaluations by certified arborists, tree planting, watering, pruning, removal of dead, hazardous, or diseased trees, stump grinding, emergency response such as storm recovery, and tree work associated with capital improvement projects.

In August 2018, bids were received from five (5) tree service contractors for on-call, as-needed tree services, for the remainder of Fiscal Year 2018/19, with an option to extend each contract up to three (3) additional fiscal years.

In September 2018, the City Council awarded on-call tree service contracts to all five bidders, including one to West Coast Arborists, Inc. (WCA) in the amount of \$100,000, by Resolution 2018-099. Funding is budgeted for these contracts in the Public Works Forestry Division's contract services account. Staff has been quite pleased with the professionalism displayed by WCA in completing the various tasks assigned to them in a timely manner.

In July 2019, Council adopted Resolution 2019-050 which authorized the first one full fiscal year extension to WCA under Change Order No. 1 with a renewed amount of \$100,000, again funded by the Forestry contract services account.

In late April 2019, the former City Forester retired after 38 years of service to the City. While the forester position has been temporarily assigned to various staff members, there was an urgent need to retain a certified arborist to maintain permitting service to the community. Interviews were conducted with arborists from two of the five on-call tree service contractors, and Mr. Glen Whitlock-Reeve, of WCA, was selected

as best qualified to provide professional arborist services to the City. Mr. Reeve is, among other credentials, a Certified Master Arborist which is the highest level of professional credentials for arborists. Mr. Reeve has been supporting staff on approximately a half-time basis since May.

The maximum amount in the WCA contract has nearly been reached. To allow the arborist to continue through the end of December, including supporting the transition to the new City Forester who starts on December 2, this Change Order is necessary.

The attached Change Order No. 2 would increase the budget for WCA's contract by \$25,000, up to a new, not-to-exceed fee of \$125,000 for this fiscal year. The contract time would remain unchanged through the end of this fiscal year.

#### **FISCAL IMPACT:**

Sufficient funding is available for this Change Order in the Public Works Forestry Division's contract services account, 101-119-45-42001.

#### **PRIOR CITY COUNCIL ACTION:**

In September 2018, the City Council awarded five on-call tree service contracts including one to WCA, in the amount of \$100,000, by Resolution 2018-099.

In July 2019, Council adopted Resolution 2019-050 which authorized the first one full fiscal year extension to WCA under Change Order No. 1 with a renewed amount of \$100,000, funded by the Forestry Division's contract services account.

#### **ATTACHMENTS:**

Resolution 2019-086 CCO2 to WCA \$25,000  
Attachment #2 - Change Order No. 2

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

**RESOLUTION NO. 2019-086**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO. 2 TO THE  
ON-CALL, AS-NEEDED TREE SERVICES CONTRACT WITH WEST COAST ARBORISTS  
FOR A NOT-TO-EXCEED FEE INCREASE OF \$25,000**

WHEREAS, Carmel-by-the-Sea is in an urban forest setting with over 9,000 City-owned trees located in the public right-of-way, medians, parks, and City facilities; and

WHEREAS, the City retains five qualified firms to carry out various tree care services, including tree planting, watering, pruning, removal of dead trees, grinding of stumps, arborist services, and emergency tree services in an efficient, on-call, as-needed manner; and

WHEREAS, in September 2018, the City Council awarded an on-call tree maintenance services contract to West Coast Arborists (WCA) with an initial term of one year, plus up to three additional, one-year extensions per Resolution 2018-099; and

WHEREAS, in July 2019, Council adopted Resolution 2019-050 which authorized Change Order No. 1 to the contract with WCA renewing a budget of \$100,000 and extending the term for one full fiscal year; and

WHEREAS, two on-call tree service firms were interviewed to provide professional arborist services during the transition between the retirement of a long term City Forester and a new City Forester, and WCA was selected as best qualified; and

WHEREAS, Change Order No. 2 is necessary to increase the authorized budget per Change Order No. 1 by \$25,000 to cover costs incurred by the City for the services of the WCA arborist; and

WHEREAS, sufficient funding is available in the Public Works Forestry contract services account 101-119-45-42001 to cover the increased cost.

**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 Change Order No. 2 to the On-Call, As-Needed Tree Services Contract with West Coast Arborists for a not-to-exceed fee increase of \$25,000.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of December 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Dave Potter  
Mayor

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Britt Avrit, MMC  
City Clerk





**City of Carmel-By-The-Sea**  
 Public Works  
 East Side of Junipero St Between 4th & 5th  
 Carmel, Ca 93921

Attachment 2  
 Date: **12/9/2019**

**CONTRACT CHANGE ORDER NO. 2**

Project: On-Call Tree Services Maintenance Contract

Contractor: West Coast Arborist

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

**ARBORIST SUPPORT TIME**

Contract Change Order		Original Contract \$:					\$ 100,000.00
Item No.	Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total	
	Increase the dollar amount for support services per RESO 2019-086	0	1	\$25,000.00		\$ 25,000.00	
						\$ -	
						\$ -	
						\$ -	
						\$ -	

**Total of this Contract Change Order (CCO):** \$ 25,000.00

**Total CCO approved to date:** \$ 100,000.00

**Total CCO approved plus this CCO:** \$ 125,000.00

**Total project cost to date:** \$ 225,000.00

**Reason for Change:**

The CCO increases the arborists support time to allow for a smooth transition, transferring work to New City Forester.

**Time Extension:** CD      **Total Extension Time:** CD      **Original Completion Date:** 6/30/2020      **Revised Completion Date:** UNCHANGED

This change order hereby amends the Contract, and all Contract provisions will apply hereto. This Change Order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all direct and indirect costs, schedule modification, extended overhead costs, all other fees, and cumulative impact on all other work under the Contract. Signing of the Change Order constitutes a full mutual accord and satisfaction for the changes, and the time and/or cost adjustment.

Accepted by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by City: \_\_\_\_\_ Date: \_\_\_\_\_



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

**December 3, 2019  
CONSENT AGENDA**

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Maxine Gullo, Ass't. City Administrator
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-087 approving the Memorandum of Understanding (MOU) between the City of Carmel-by-the Sea General Employees Union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO; and the City of Carmel-by-the-Sea Management Employees Union - an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding.

**RECOMMENDATION:**

Adopt Resolution 2019-087 approving the Memorandum of Understanding (MOU) between the City of Carmel-by-the Sea General Employees Union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO; and the City of Carmel-by-the-Sea Management Employees Union - an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding.

**BACKGROUND/SUMMARY:**

The City’s and the LIUNA’s negotiation teams have met and conferred in good faith regarding the LIUNA members’ wages, benefits and other terms and conditions of employment. The parties commenced negotiations on April 4, 2019 and worked collaboratively through nine (9) meetings to reach an amicable resolution on November 8, 2019.

Major provisions of parties’ Tentative Agreement are:

Term:	July 1, 2019 – June 30, 2022
Compensation:	January 1, 2020: 3.5% January 1, 2021: 2% January 1, 2022: 1.25%

Bi-Lingual Compensation:	Any certified bilingual (Spanish) speaking person employed in a designated public contact position, who has been assigned duties in writing involving regular and frequent use of bilingual skills, shall be eligible to receive one-hundred dollars (\$100) per month. <i>(Refer to Article 4.2)</i>
Stand-by/On-Call:	In situations where an employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime. Travel time to and from the workplace shall not be considered time worked. <i>(Refer to Article 19)</i>
Wellness:	The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January). <i>(Refer to Article 23)</i>
Out of Class Pay:	The purpose of this provision is to provide for compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position beginning on the second full pay period of such assignment and continuing for the duration of such assignment, but not to exceed six months (pursuant to CalPERS regulations).  Such temporary assignment shall not be considered a promotion. The individual shall receive either a five percent (5%) premium or Step 1 of the class assigned, whichever is greater. <i>(Refer to Article 4.3)</i>

The City and LIUNA have also agreed to various union MOU language updates. These updates clarify existing language, and delete obsolete language. The updates do not change existing benefits nor is there a related fiscal impact.

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of CalPERS and supplemental (LIUNA) pension costs, while also continuing to position the City as a competitive employer in the increasingly difficult job market.

**FISCAL IMPACT:**

Current funds are budgeted in FY 19/20 operating budget and future increases will be budgeted accordingly.

**PRIOR CITY COUNCIL ACTION:**

**ATTACHMENTS:**

- Resolution 2019-087 MOU with LIUNA
- Exhibit A
- Exhibit B\_LiUNA pay schedules

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

**RESOLUTION NO. 2019-087**

**ADOPT RESOLUTION 2019-087 APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CARMEL-BY-THE SEA GENERAL EMPLOYEES UNION – AN AFFILIATE OF THE LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LIUNA/UPEC, LOCAL 792, AFL-CIO; AND THE CITY OF CARMEL-BY-THE-SEA MANAGEMENT EMPLOYEES UNION - AN AFFILIATE OF THE LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LIUNA/UPEC, LOCAL 792, AFL-CIO FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2022 AND AUTHORIZE THE CITY ADMINISTRATOR TO MAKE TECHNICAL CORRECTIONS AS NECESSARY AND EXECUTE THE MEMORANDUM OF UNDERSTANDING.**

WHEREAS, the current Memorandum of Understanding (MOU) between the City and employees represented by the Carmel-by-the-Sea General employees union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO; and the City of Carmel-by-the-Sea Management Employees Union - an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO termed on June 30, 2019;

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with the Carmel-by-the-Sea General and Management employees union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO regarding salaries and benefits; and

WHEREAS, the City and LIUNA have reached an agreement which is embodied in the attached Memorandum of Understanding (Exhibit A) for the period of July 1, 2019 through June 30, 2022.

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position.

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee’s Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City’s internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for the General and Management Employees Unit classifications.

**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 make technical corrections as necessary and execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel-by-the-Sea General employees union – an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO; and the City of Carmel-by-the-Sea Management Employees Union - an affiliate of the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO.
2. Authorize and approve City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) in accordance with municipal code 2.52.520 as of January 1, 2020. (Exhibit B)

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter  
Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk

**ATTACHMENT/EXHIBIT A**

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

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

Sideletter agreement to the Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel-by-the-Sea General and Management Units

Pay schedule for General and Management – an affiliate of the Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, AFL-CIO classifications

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

**ARTICLE 1: PREAMBLE**

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

**ARTICLE 2: RECOGNITION**

2.1 The City of Carmel-by-the-Sea recognizes the Union as the exclusive representative for the following ~~non-exempt~~ full time and regular part-time positions in accordance with Article 2.52.055 of the Carmel Municipal Code for the following classifications.

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

- ~~22.20.~~ Program Supervisor – Community Activities
- ~~23.21.~~ Public Service Maintenance Worker I
- ~~24.22.~~ Public Service Maintenance Worker II
- ~~25.23.~~ Senior Maintenance Worker (Cement Mason, Equipment Operator, Sweeper Operator, Traffic Markings Painter, Mechanic)
- ~~26.24.~~ Streets Supervisor
- ~~27.25.~~ Tree Care Specialist

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

### **ARTICLE 3: TERM OF CONTRACT**

3.1 The term of this MOU shall be from ~~January-July 1, 2017-2019~~ through June 30, ~~2019~~2022.

### **ARTICLE 4: COMPENSATION**

#### **4.1 Wages:**

~~Effective January 1, 2020, the hourly rate salary steps for all classes in this bargaining unit shall be increased by three and one-half percent (3.5%). The hourly rate salary steps for all classes in this representation unit shall be increased by two percent (2%), effective January 1, 2017.~~

~~Effective January 1, 2021, the hourly rate salary steps for all classes in this bargaining unit shall be increased by two percent (2.0%). The hourly rate salary steps for all classes in this representation unit shall be increased by an additional two percent (2%), effective January 1, 2018.~~

~~Effective January 1, 2022, the hourly rate salary steps for all classes in this bargaining unit shall be increased by one and one quarter percent (1.25%). The hourly rate salary steps for all classes in this representation unit shall be increased by an additional two percent (2%), effective January 1, 2019.~~

#### **4.2. Bilingual Pay Differential Eligibility (Spanish)**

- A. Any certified bilingual (Spanish) speaking person employed in a designated public contact position, who has been assigned duties in writing involving regular and frequent use of bilingual skills, shall be eligible to receive one-hundred dollars (\$100) per month.
- B. Regular and frequent use shall mean using the skill on the average of once per workday. However, exceptions can be made at the discretion of the Department Head with the concurrence of the City Administrator.
- C. The bilingual differential allowance shall cease when the position is no longer determined as requiring bilingual skills or the employee is assigned to a position which does not require bilingual skills.



D. An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship of the time worked during that pay period bears to eighty (80) hours.

#### 4.3 Out of Class Pay

The purpose of this provision is to provide for compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position beginning on the second full pay period of such assignment and continuing for the duration of such assignment, but not to exceed six months (pursuant to CalPERS regulations).

Out of class pay will be provided when the following conditions are met:

1. There is a vacant position specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The class to which the employee is assigned must have a top salary step of at least 5% above the top step of the employee's current class.
4. The assignment and the duration of the assignment is made by the department head in writing specifying the period of the temporary assignment and is approved by the City Administrator.
5. The employee must satisfactorily perform the essential functions of the job class to which that employee is assigned.
6. The employee meets the minimum qualifications identified in the job description of the classification being assigned.

Such temporary assignment shall not be considered a promotion. The individual shall receive either a five percent (5%) premium or Step 1 of the class assigned, whichever is greater.

If the employee receives between five percent (5%) and seven- and one-half percent (7.5%) out of class pay, the employee will continue to be eligible to earn overtime as would have been earned in the employee's regular class. If the employee receives out of class pay greater than seven- and one-half percent (7.5%), and is assigned to an FLSA exempt position, the employee will not be eligible for overtime pay, but will receive pro-rated management leave based on the duration of the assignment.

The out of class pay shall cease when any of the following occur:

1. The absent incumbent returns to duty
2. The vacant position is filled
3. The assignment is terminated in writing by the appointing authority, whichever occurs first.

Under no circumstance may any out of class assignment continue longer than six months in any one fiscal year.

**ARTICLE 5: EDUCATIONAL INCENTIVE PAY**

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

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

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

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

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

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

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

5.6 Rates of additional compensation:

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 6: CAL-PERS RETIREMENT PLAN**

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

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

6.1.2. Final Compensation Based on 12-Month Period

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

6.1.3. Required Member Contributions

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

6.1.4. Pension Cost Sharing

~~Effective November 1, 2015, or when the PERS contract amendment is processed whichever is sooner, in addition to paying the 7.0% member~~

~~contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.~~

~~Effective July 1, 2016, i~~n addition to paying the 7.0% member contribution, ~~as well as 1.5% of the employer contribution,~~ bargaining unit members covered by this Section shall pay, through payroll deduction, an additional ~~3.04~~5% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

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

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

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

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

6.3 Final Compensation Based on Three-Year Final Average

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

6.4 Required Member Contributions

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

6.5 Pension Cost Sharing

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

~~Effective July 1, 2016, i~~n addition to paying the 7.0% member contribution, ~~and 1.5% of the employer contribution,~~ bargaining unit members covered by this Section shall pay, thorough payroll deduction, an additional ~~1.53.0%~~ of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

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

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

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

6.6.2. 2% at 62 Formula

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

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

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

6.7 Required Member Contributions

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

6.8 Pension Cost Sharing

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

~~Effective July 1, 2016, i~~n addition to paying 50% of normal costs as described above, bargaining members covered by this Section shall pay, through payroll deduction, an additional ~~1.53.0%~~ of PERSable compensation toward the City's normal cost of pension benefits as permitted by Cal Gov. Code Section 20516, ~~for a total of 3.0% of PERSable compensation paid toward the City's costs.~~

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

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

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

**ARTICLE 7: UNION SUPPLEMENTAL RETIREMENT PLAN:**

7.1 Effective the first pay period after adoption by the City Council of this MOU, the City shall contribute \$1 per hour worked, excluding overtime, to the Laborer's International Union of North America, National (Industrial) Pension Fund, on behalf of each eligible employee who is: 1) represented by the Union, and 2) regularly scheduled to work twenty (20) hours or more per week.

### **ARTICLE 8: DEFERRED COMPENSATION**

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

8.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. In addition, the City shall match up to \$25 per month of contributions made by the employee. In no case shall the City contribute in excess of \$50 per month to any individual employee's deferred compensation. It shall be the responsibility of the employee to specify the plan and investment option.

### **ARTICLE 9: UNIFORM ALLOWANCE**

9.1 Effective the first day of the pay period following the City Council's approval of this agreement, the City will reimburse all represented Union employees for expenditures of up to \$300 per year for items of uniform required for them to perform their jobs. Employees shall provide receipts for all purposes for which they are requesting reimbursement.

9.2 The Effective the first day of the pay period following the City Council's approval of this agreement, the City shall continue to provide uniforms to all represented Union employees who are required to wear them at no cost to the employee.

The uniform items and cost, including reimbursement costs, for all represented Union employees who are required to wear a uniform is set forth in Appendix "A." The parties agree that to the extent permitted by law, the monetary value of compensation for the cost of uniform items and reimbursement costs are special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) – Statutory Items.

### **ARTICLE 10: HOLIDAYS**

10.1 The following 12 holidays shall be observed:

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



January-July 1, ~~2017-2019~~ – June 30, 20~~xx~~19

12. Christmas Day, December 25

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

**ARTICLE 11: GENERAL LEAVE**

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

**ARTICLE 12: HOURS OF WORK**

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

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

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

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

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

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



**ARTICLE 13: VACATION ACCRUAL PLAN**

13.1 The following vacation accrual schedule shall be in effect:

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

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

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

**ARTICLE 14: VACATION BUY BACK**

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

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

**ARTICLE 15: BEREAVEMENT LEAVE**

15.1 Each member of the Union shall be entitled to twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family. If the employee exhausts the 24 hours of bereavement leave, the employee shall be permitted to use up to two days of accrued sick leave as bereavement leave. If the employee exhausts the 24 hours of bereavement leave and has used two additional days of sick leave, and experiences an additional incident qualifying for bereavement leave in the same calendar year, the employee shall be permitted to use up to an additional five days of accrued sick leave as bereavement leave.

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

**ARTICLE 16: SICK LEAVE**

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

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

**For example:**

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

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

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

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

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

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

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

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

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

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

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

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

~~16.5~~16.4 An employee shall be permitted to use up to 48 hours of sick leave per year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee’s family member. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

~~16.5.1~~16.4.1. Employees who are victims of domestic violence, sexual assault or stalking shall be permitted to use up to 48 hours of sick leave per year to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; or to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

~~16.5.2~~16.4.2. For purposes of this policy, “family member” shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child’s age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

~~16.6~~16.5 Pursuant to Government Code Section 20965 to the City’s CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the “sell back” provision under this section.

## **ARTICLE 17: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER**

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

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

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

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

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

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

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

17.6 The Department Manager **WILL**:

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

17.7 Human Resources **WILL**:

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

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

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

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

17.8 The City Administrator **WILL**:

A. Review requests for participation in the program.

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

**ARTICLE 18: OVERTIME COMPENSATION AND/OR COMPENSATORY TIME**

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

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

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

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

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

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

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

#### **ARTICLE 19: CALL-BACK/STAND-BY PAY**

In situations where an employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime. Travel time to and from the workplace shall not be considered time worked.

A. Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on City premises but to stand by ready to immediately report for duty and must arrange communication such that the supervisor can reach the employee within fifteen (15) minutes or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at three dollars (\$3.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously.

The City may assign employees who will be required to perform stand-by duty with fourteen (14) days’ notice, except in the event of a pending/forecasted storm or in other emergency situations.

~~19.1 In accordance with department established procedures, employees who are assigned to stand-by will receive \$25.00 per weekday and \$75.00 per weekend day or official holiday. This provision will become effective upon the establishment of departmental procedures. The City will meet and confer with the union regarding the procedures.~~

**ARTICLE 20: LONGEVITY/MERIT PROGRAM**

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

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

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

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

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

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

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

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

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

**ARTICLE 21: INSURANCE PROGRAMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.5 Plan Contents ~~and Monthly Rates~~:

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

Provider: Life Insurance - Standard Insurance Company

Rates: \$.32 per \$1000 Benefit (Basic Life)

\$.04 per \$1000 of Benefit (Basic AD&D)

Provider: AD&D Insurance- Standard Insurance Company

Rates:

All employees: \$ 1.50 p/month

B. Vision Insurance:

Provider: Self-funded for Vision Insurance Coverage

Rates:

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

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

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

C. Dental Insurance:

Provider: Self-funded for Dental Insurance Coverage Rates:

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

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

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

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

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

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



21.6 Retirees and Other Qualified Employees

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

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

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

A. They shall submit proof of legally compliant medical coverage elsewhere.

B. They shall sign a medical plan waiver.

C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.

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

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

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

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

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

22.3 Benefits: During the six month or less period of disability, the employee who suffers such injury/ illness arising out of and in the course of his/her duties shall continue

entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

### **ARTICLE 23: OTHER BENEFITS**

#### **23.1 Jury Duty**

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

#### **23.2 Employee Payroll Deductions**

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

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

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

#### **23.3 Wellness Reimbursement**

The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g. requests for reimbursements for the period July-December must be received by the City on or before January 31<sup>st</sup>; requests for reimbursements for the period January – June must be received by the City on or before July 31<sup>st</sup>) in order to receive payment.

~~23.3~~23.4 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees are incorporated herein to the MOU.

### **ARTICLE 24: AGENCY SHOP UNION SECURITY/ACCESS**

~~24.1~~ Agency Shop Agreement: Effective October 1, 2001, the parties agree that all employees covered by this agreement shall either become or remain a member of the Union as a

~~condition of employment for the term of this agreement. This Agency Shop provision is adopted pursuant to California Government Code 3500 ET seq.~~

#### 24.24.1 Employee Payroll Deductions

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

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

#### ~~24.3—Maintenance of Membership/Fair Share Fee:~~

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

#### ~~24.4—Bona Fide Religious Exception~~

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

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

#### ~~24.5~~24.2 Maintenance of Membership/Separation From Unit

~~A. Employees who are dues paying Union members at the time of the signing of this agreement or who become dues paying members during the term of the agreement shall remain dues paying members for the duration of the agreement. Employees may opt out of Union membership by providing written notice to the Union during the thirty (30) day period prior to the expiration of this agreement. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.~~

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

A.C.

#### 24.6 Compliance

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

#### 24.724.3 Change In Dues

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

#### 24.824.4 Forfeiture of Deductions

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

#### 24.924.5 Hold Harmless

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

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

#### 24.7 New Employee Orientation

A. New employee orientation shall occur within seven (7) days of an employee’s hire. The Union will be provided not less than ten (10) calendar days’ advanced notice of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes during the orientation to present Union membership information. Attendance of the new employee at the

Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting the orientation shall be granted paid release time to attend including reasonable travel time if needed.

B. The City will provide the Union a digital file via e-mail to the Association President and Labor Relations Representative containing the following information:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Home address

The City shall not be required to supply employee information it does not have.

## **ARTICLE 25: IMPASSE RESOLUTION**

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

### 25.2 Impasse Defined

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

### 25.3 Mediation

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

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

## **ARTICLE 26: GRIEVANCE ARBITRATION**

### 26.1 Process

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

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

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

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

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

#### 26.2 Decision:

A. The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs.

B. The decision of the arbitrator shall be advisory only.

C. City Administrator reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Administrator regarding resolution of the grievance shall be final and binding upon both parties.

### **ARTICLE 27: MANAGEMENT RIGHTS**

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

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

A. Determine and modify the organization of City government and its constituent work units.

B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.

D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

E. Establish employee performance standards and to require compliance therewith.

F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.

G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons,

H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.

I. Take all necessary actions to protect the public and carry out its mission in emergencies.

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

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

#### **ARTICLE 28: HARASSMENT POLICY**

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

#### **ARTICLE 29: SEPARABILITY**

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

#### **ARTICLE 30: EFFECT OF AGREEMENT**

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

#### **ARTICLE 31: SIGNATURES**

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

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Ryan Heron, Chief Negotiator  
United Public Employees of California—Local 792

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Margi Perotti  
Unit Member Negotiator  
General

\_\_\_\_\_  
Dated

\_\_\_\_\_  
~~Chris Darker~~Steve Allen, Business Manager/~~Secretary~~ Treasurer  
\_\_\_\_\_  
Dated  
United Public Employees of California Local 792  
General

\_\_\_\_\_  
Jeanette Campbell~~anie Miller~~  
Unit Member Negotiator  
General

\_\_\_\_\_  
Dated

\_\_\_\_\_  
~~Matthew Feisthamel~~Yvette Oblander  
Unit Member Negotiator  
General

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Sullivan Carey-Lang  
Unit Member Negotiator  
General

\_\_\_\_\_  
Dated



**Appendix “A”**  
**Uniform Items: Costs and Reimbursements<sup>1</sup>**  
*Cost information valid as of \_\_\_\_\_*

Job Classification	Uniform Item	Purchasing Cost	Reimbursement Cost (if different from purchasing cost)
<ul style="list-style-type: none"> <li>● Assistant City Forester</li> <li>● Facilities Maintenance Specialist</li> <li>● Facilities Maintenance Worker</li> <li>● Forest Care Worker</li> <li>● Maintenance Worker</li> <li>● Maintenance Worker/Gardener</li> <li>● Public Service Maintenance Worker I/II</li> <li>● Senior Maintenance Worker</li> <li>● Street Supervisor</li> <li>● Tree Care Specialist</li> </ul>	Pants	City Provided	City Provided
	Shirt	City Provided	City Provided
	Jacket	\$100.00	City Paid
	Hat	\$20.00	City Paid
	Hard Hat	\$50.00	City Paid
	Rain Gear	\$200.00	\$200.00
	Safety Related Footwear (eg. Boots)	\$200.00	\$225.00
	Safety Vest	\$25.00	City Paid
	Eye Protection	\$10.00	City Paid
	Ear Protection	\$10.00	City Paid
	Gloves	\$10.00	City Paid
	Respirator	\$25.00	City Paid
	Forestry Staff only: Chaps	\$50.00	City Paid
	Helmets w/screens	\$50.00	City Paid
● Community Activities Assistant	Vest	\$100.00	City Paid
	Jacket	\$100.00	City Paid
	Safety Related Footwear	\$200.00	\$200.00
<ul style="list-style-type: none"> <li>● Code Compliance Coordinator</li> <li>● Building Inspector</li> </ul>	Jacket	\$100.00	City Paid
	Safety Vest	\$25.00	City Paid
	Eye Protection	\$10.00	City Paid
	Safety Related Footwear	\$200.00	\$200.00

**Appendix “A”**  
**Uniform Items: Costs and Reimbursements<sup>1</sup>**

<sup>1</sup>All uniform items provided to Union employees are non-safety-related.

The City will provide Uniforms/Equipment for employees as follows:

<u>Job Classification</u>	<u>Items Provided</u>
<ul style="list-style-type: none"> <li>• <u>Assistant City Forester</u></li> <li>• <u>Facilities Maintenance Specialist</u></li> <li>• <u>Facilities Maintenance Worker</u></li> <li>• <u>Forest Care Worker</u></li> <li>• <u>Maintenance Worker</u></li> <li>• <u>Maintenance Worker/Gardener</u></li> <li>• <u>Public Service Maintenance Worker I/II</u></li> <li>• <u>Senior Maintenance Worker</u></li> <li>• <u>Street Supervisor</u></li> <li>• <u>Tree Care Specialist</u></li> </ul>	<ul style="list-style-type: none"> <li><u>Pants</u></li> <li><u>Shirt</u></li> <li><u>Jacket</u></li> <li><u>Respirator</u></li> <li><u>Chaps<sup>1</sup></u></li> <li><u>Helmets with Screens<sup>1</sup></u></li> </ul>

The City agrees to make available/furnish protective equipment to all classes listed above in addition to the classes of Community Activities Assistant, Code Compliance Coordinator, and Building Inspector if requested and/or deemed necessary which includes, but may not be limited to:

- Hat (baseball cap or visor)
- Hard Hat
- Rain Gear
- Safety Vest
- Eye and/or Ear Protection
- Gloves

The City agrees to reimburse the classes listed below up to \$225 each fiscal year for the purchase and repair of safety related footwear which must be worn at all times while on duty. Each department head will determine the specifics of the footwear required.

- Assistant City Forester
- Facilities Maintenance Specialist
- Facilities Maintenance Worker
- Forest Care Worker
- Maintenance Worker
- Maintenance Worker/Gardener
- Public Service Maintenance Worker I/II
- Senior Maintenance Worker
- Street Supervisor
- Tree Care Specialist

The City agrees to reimburse the classes listed below up to \$225 every other fiscal year (odd numbered years) for the purchase and repair of safety related footwear which must be worn at all

times while in the field. Each department head will determine the specifics of the footwear required:

- o Assistant Planner
- o Community Activities Assistant
- o Code Compliance Coordinator
- o Building Inspector

Effective July 1, 2021, the reimbursement for footwear identified above will increase to \$250.

<sup>1</sup>Forestry Staff only

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

**ARTICLE 1: Preamble**

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

**ARTICLE 2: Recognition**

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

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

**ARTICLE 3: Term of Contract**

3.1 The term of this MOU shall be from ~~January~~ July 1, ~~2017-2019~~ through June 30, ~~2022~~19.

**ARTICLE 4: Compensation**

4.1 Wages:

Effective January 1, 2020, the hourly rate salary steps for all classes in this bargaining unit shall be increased by three and one-half percent (3.5%). ~~The hourly rate salary steps for all classes in this representation unit shall be increased by two percent (2%), effective January 1, 2017.~~

Effective January 1, 2021, the hourly rate salary steps for all classes in this bargaining unit shall be increased by two percent (2.0%). ~~The hourly rate salary steps for all classes in this~~

~~representation unit shall be increased by an additional two percent (2%), effective January 1, 2018.~~

~~Effective January 1, 2022, the hourly rate salary steps for all classes in this bargaining unit shall be increased by one and one quarter percent (1.25%). The hourly rate salary steps for all classes in this representation unit shall be increased by an additional two percent (2%), effective January 1, 2019.~~

#### 4.2 Out of Class Pay

The purpose of this provision is to provide for compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position beginning on the second full pay period of such assignment and continuing for the duration of such assignment, but not to exceed six months (pursuant to CalPERS regulations).

Out of class pay will be provided when the following conditions are met:

1. There is a vacant position specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The class to which the employee is assigned must have a top salary step of at least 5% above the top step of the employee's current class.
4. The assignment and the duration of the assignment is made by the department head in writing specifying the period of the temporary assignment and is approved by the City Administrator.
5. The employee must satisfactorily perform the essential functions of the job class to which that employee is assigned.
6. The employee meets the minimum qualifications identified in the job description of the classification being assigned.

Such temporary assignment shall not be considered a promotion. The individual shall receive either a five percent (5%) premium or Step 1 of the class assigned, whichever is greater.

If the employee receives between five percent (5%) and seven- and one-half percent (7.5%) out of class pay, the employee will continue to be eligible to earn overtime as would have been earned in the employee's regular class. If the employee receives out of class pay greater than seven- and one-half percent (7.5%), and is assigned to an FLSA exempt position, the employee will not be eligible for overtime pay, but will receive pro-rated management leave based on the duration of the assignment.

The out of class pay shall cease when any of the following occur:

1. The absent incumbent returns to duty
2. The vacant position is filled

3. The assignment is terminated in writing by the appointing authority, whichever occurs first.

Under no circumstance may any out of class assignment continue longer than six months in any one fiscal year.

**ARTICLE 5: Educational Incentive Program**

5.1 Educational Incentive Program (EIP) for Mid-Management, Professional and Supervisory: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (EIP). The EIP will apply to educational credits acquired after the employee's date of hire by the City of Carmel-by-the-Sea.

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

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

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

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

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

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

5.2 Rates of additional compensation:

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

the attainment of an Associate Degree, the employee shall receive a salary increase equal to five percent (5%) of base salary.

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

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

5-25.3 Eligibility: In order for employees to be eligible for EIP, ALL of the following conditions shall be met:

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

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

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

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

5-35.4 Time of payment: EIP shall be paid eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

5-45.5 All members shall maintain any license or

certification required for his or her position by the Department of transportation.

**ARTICLE 6: Longevity/Merit Program (LMP)**

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

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

- A. Have completed ten (10) continuous years of service with the City of Cannel-by-the-Sea; and
- B. Receive a Satisfactory performance evaluation during the Fiscal Year, July 1 through June 30.
- C. Employees receiving more than one performance evaluation during the fiscal year shall have eligibility based on the first evaluation received in the fiscal year.
- D. Once completed performance evaluations are received in the Personnel Office, LMP eligibility will be checked. Employees Meeting the program requirements shall receive the defined benefit.



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

6.4 Evaluation Criteria: For purposes of the LMP program the following performance evaluation rating definitions shall apply:

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

#### ARTICLE 7: Cal-PERS Retirement Plan

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

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

7.1.2 Final Compensation Based on 12-Month Period

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

7.1.3 Required Member Contributions

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

7.1.4 Pension Cost Sharing

~~Effective November 1, 2015, or when the PERS contract amendment is processed whichever is sooner, in addition to paying the 7.0% member contribution,~~

~~bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 1.5% of PERSable compensation towards the City's costs, for a total contribution of 8.5% toward the normal cost of pension benefits as permitted by Cal. Gov. Code Section 20516.~~

~~Effective July 1, 2016, i~~n addition to paying the 7.0% member contribution, ~~in addition to 1.5% of the employer contribution,~~ bargaining unit members covered by this Section shall pay, through payroll deduction, an additional ~~3.0~~~~1.5~~% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

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

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

- 7.2.1 This Section 6.2 (including subsections) shall apply to bargaining unit members hired on or after November 1, 2011 and prior to January 1, 2013. In addition, this Section 6.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Cal. Gov. Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.
- 7.2.2 The "2% at 60" retirement formula shall be available to bargaining unit members covered by this Section.
- 7.2.3 Final Compensation Based on Three-Year Final Average Salary

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

#### 7.2.4 Required Member Contributions

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

#### 7.2.5 Pension Cost Sharing

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

~~Effective July 1, 2016, i~~n addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional ~~3.0~~~~4.5~~5% of PERSable compensation towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(0. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

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

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

### 7.3.2 2% at 62 Formula

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

### 7.3.3 Final Compensation Based on Three-Year Final Average Salary

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

### 7.3.4 Required Member Contributions

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

### 7.3.5 Pension Cost Sharing

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

~~Effective July 1, 2016, in addition to paying 50% of normal costs as described above, bargaining members covered by this Section shall pay, through payroll deduction, an additional 3.0+5% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Cal Gov. Code Section 20516, for a total of 3.0% of PERSable compensation paid toward the City's costs.~~

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

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section 6 with state and federal income tax on the

PERS member contribution deferred to the extent permitted by law, including but not limited to, Internal Revenue Code, 26 USC Section 414(h)(2).

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

**ARTICLE 8: UNION SUPPLEMENTAL RETIREMENT PLAN:**

8.1 Effective the first pay period after adoption by the City Council of this MOU, the City shall contribute \$1 per hour worked, excluding overtime, to the Laborer’s International Union of North America, National (Industrial) Pension Fund, on behalf of each eligible employee who is: 1) represented by the Union, and 2) regularly scheduled to work twenty (20) hours or more per week.

**ARTICLE 9: Deferred Compensation**

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

9.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. In addition, the City shall match up to \$25 per

month of contributions made by the employee. In no case shall the City contribute in excess of \$50 per month to any individual employee's deferred compensation. It shall be the responsibility of the employee to specify the plan and investment option.

**ARTICLE 10: Uniform Allowance**

- 10.1 Effective the first day of the pay period following the City Council's approval of this agreement, the City will reimburse all represented Union employees for expenditures of up to \$300 per year for items of uniform required for them to perform their jobs. Employees shall provide receipts for all purposes for which they are requesting reimbursement.
- 10.2 Effective the first day of the pay period following the City Council's approval of this agreement, the City shall continue to provide uniforms to all represented Union employees who are required to wear them at no cost to the employee.
- 10.3 The uniform items and cost, including reimbursement costs, for all represented Union

employees who are required to wear a uniform is set forth in Appendix A. The parties agree that, to the extent permitted by law, the monetary value of compensation for the cost of uniform items and reimbursement costs are special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) – Statutory Items.

### **ARTICLE 11: Hours of Work**

- 11.1 Workweek: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.
- 11.2 11.2 Workday: The normal workday shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by an unpaid lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:00 a.m. and 6:00 p.m. Input from employees at each work site is welcomed. An employee shall be given seven (7) calendar days' notice before a change in the daily work schedule can be implemented.
- 11.3 Change in Hours of Work: Should, in the judgment of the City, it be necessary to

establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the City shall meet and discuss the proposed change with the UNION at least ten (10) days in advance, except in cases deemed to be an emergency by the City Administrator.

11.4 Alternative Work Schedules: During the term of this Agreement the parties may mutually agree to meet and confer regarding alternative work schedules.

Notwithstanding subsections A and B above, the CITY and the UNION may agree to establish alternative work schedules consisting of forty (40) hours in a work week or eighty (80) hours in a bi-weekly period. Alternative work schedules may be implemented on a Department-by-Department basis.

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

11.5 Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of



each half shift, which may be scheduled by the City.

**ARTICLE 12: Holidays,**

12.1 The following 12 holidays shall be observed:

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

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

**ARTICLE 13: General Leave**

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

**ARTICLE 14: Executive Leave**

14.1 The CITY shall grant each Exempt member of the

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

### **ARTICLE 15: Vacation Accrual Plan**

15.1 The following vacation accrual schedule shall be in effect:

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

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

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

### **ARTICLE 16: Vacation Buyback**

16.1 The parties agree that members of the UNION will have the option, subject to approval by the City administrator, to sell

up to eighty (80) hours of accumulated vacation per fiscal year to the CITY in exchange for compensation at the employee's hourly rate in the fiscal year sold.

**ARTICLE 17: Bereavement Leave**

17.1 Each member of the UNION shall be entitled to use twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family. If the employee exhausts the 24 hours of bereavement leave, the employee shall be permitted to use up to two days of accrued sick leave as bereavement leave. If the employee exhausts the 24 hours of bereavement leave and has used two additional days of sick leave, and experiences an additional incident qualifying for bereavement leave in the same calendar year, the employee shall be permitted to use up to an additional five days of accrued sick leave as bereavement leave.

17.2 Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, registered

domestic partner, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

**ARTICLE 18: Sick Leave**

18.1 The CITY shall continue to grant each member of the UNION eight (8) hours of sick leave per month. These days are to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Cannel-by-the-Sea (Sections 2.52.660-2.52.685).

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

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

- A. Medical appointments of 59 minutes or less, with written physician verification, shall not be charged to an employee's sick leave account.
- B. Medical appointments of 59 minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15-minute segments.
- C. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

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

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

- A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, times the actual hourly rate at the time of resignation.
- B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, times the actual hourly rate at the time of retirement.
- C. Employees with fewer than five (5) years of service shall not be entitled to cash out any sick leave upon separation from service.

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

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

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

~~18.5~~18.4 An employee shall be permitted to use up to forty-eight (48) hours of sick leave per year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

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

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

~~18.6~~18.5 Pursuant to Government Code Section 20965 to the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

#### **ARTICLE 19: Catastrophic Illness/Sick Leave Hours Transfer**

- 19.1 General Requirements: An employee shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. Individual determinations of catastrophic illness or major injury from an accident shall be determined by the City Administrator.
- 19.2 The employee requesting the transfer of sick leave hours must have reached zero balances in the sick

leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible.

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

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

19.5 Employee Use of the Program.- Employees MUST:

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

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

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

19.7 The Human Resources Office WILL:

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



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

19.8 The City Administrator  
WILL:

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

**ARTICLE 20: Physical Examinations**

20.1 Each employee covered by the UNION, under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.

20.2 Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.

20.3 Employees forty-five (45) years of age or older shall

be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section 20.4. The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

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

#### **ARTICLE 21: Tuition Advancement**

- 21.1 The CITY recognizes the financial burden placed upon UNION members who must pay advance registration, tuition and book fees to continue pursuit of collegiate degrees in their professional disciplines. To this end the CITY and UNION agree to the following program:

- A. The CITY shall pay, in advance of the course(s) being taken, registration, tuition and book fees for UNION members.

B. All courses and programs shall be approved in advance of enrollment by the City Administrator for a determination of job relevancy.

C. At the completion of the course(s), the employee shall submit to the City Administrator, proof of satisfactory completion of the course(s).

D. In the event the employee does not satisfactorily complete the course(s), the employee shall reimburse the CITY for all advances paid by the CITY on behalf of the employee. A timetable for reimbursement shall be determined on a case-by-case basis by the City Administrator.

E. The maximum amount that is allowed in a fiscal year for the Tuition Advancement program is \$1,000 per UNION member.

## **ARTICLE 22: Insurance Programs**

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

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

### A. Non-Elective Core Coverage's: (City Paid)

- 1) Mandatory per month employer contribution required by CalPERS for each employee enrolled in the CalPERS medical protection program.
- 2) Employee/dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.
- 3) Collective employee/dependent vision premium established by City's broker of record for the self-insured vision plan.

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

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

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

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

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

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

eligible employees (benefited full-time and part-time).

22.5 Plan Contents and Monthly Rates:

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

Provider: Life Insurance — Standard Insurance Company Rates:  
 \$.32 per \$1000 Benefit (Basic Life)  
 \$.04 per \$1000 of Benefit (Basic AD&D)  
 Provider AD&D Insurance — Standard Insurance Company Rates:  
 All employees: \$ 1.50 p/month

B. Vision Insurance:

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

C. Dental Insurance:

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

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

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

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

Cataract surgery or 20/40 correction deficiency: soft	\$250
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#### 22.6 Retirees and Other Qualified Employees

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

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

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

- A. They shall submit proof of medical [legally compliant](#) coverage elsewhere.
- B. They shall sign a medical plan waiver
- C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.
- D. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.

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

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

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

23.2 If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other

compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

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

#### ARTICLE 24: Other Benefits

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

24.2 Automatic Deposit: The CITY, upon authorization from any employee, shall make direct deposits to the financial institution of the employee's choice, through the City's duly authorized financial institution. The employee's financial institution must have direct deposit capabilities.

24.3 Payroll Deductions: Employee funded insurance programs, deductions for deferred compensation programs, and UNION dues shall be paid through payroll withholding.

24.4 Wellness Reimbursement: The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

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In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g. requests for reimbursements for the period July-December must be received by the City on or before January 31<sup>st</sup>; requests for reimbursements for the period January – June must be received by the City on or before July 31<sup>st</sup>) in order to receive payment.

24.424.5 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees are incorporated herein as "Exhibit 1" to the MOU.

### **ARTICLE 25: Exempt Status**

25.1 With the exception of the Public Works Superintendent and the Building Maintenance Manager, all employees covered by this Agreement are exempt in accordance with the Fair Labor Standards Act and are accordingly not entitled to overtime and/or compensatory time. During the term of the Agreement the City and LIUNA will meet and discuss exempt status employees.

25.2 The classifications of Public Works Superintendent and Building Maintenance Manager are non-exempt positions, subject to overtime and/or compensatory time, as follows:

- A. The City shall comply with the regulations established by the Fair Labor Standards Act (FLSA).
- B. Overtime shall be compensated at time and one-half for all work performed over the normal forty (40) hour work period for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall be counted as time worked.
- C. Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.
- D. Accrued compensatory time must be permitted to be used within a reasonable period" of time as long as it does not "unduly disrupt" the operations of the agency. (Per FLSA guidelines.)
- E. Compensatory time may be accrued up to the following limits with Department Manager approval:

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

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

### **ARTICLE 26: Call-Back/Stand-by Pay**

26.1 The non-exempt positions of Public Works Superintendent and Building Maintenance Manager shall be eligible for Call-Back Pay. In situations where the employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime. Travel time to and from the workplace shall not be considered time worked.

~~26.2—In accordance with department established procedures, employees who are assigned to stand by will receive \$25.00 per weekday and \$75.00 per weekend day or official holiday. This provision will become effective upon the establishment of departmental procedures; The City and LIUNA will meet and confer regarding the procedures.~~

26.2 Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on City premises but to stand by ready to immediately report for duty and must arrange communication such that the supervisor can reach the employee within fifteen (15) minutes or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at three dollars (\$3.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously.

The City may assign employees who will be required to perform stand-by duty with fourteen (14) days' notice, except in the event of a pending/forecasted storm or in other emergency situations.

### **ARTICLE 27: Impasse Resolution**

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

27.2 Definition: "Impasse" means that the representatives of the City and a recognized employee organization

have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

27.3 Mediation

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

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

**ARTICLE 28: Management Rights**

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

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

A. Determine and modify the organization of City government and its constituent work units.

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

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

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

**ARTICLE 29: UNION SECURITY/ACCESS**

29.1 New Employee Orientation

A. New employee orientation shall occur within seven (7) days of an employee's hire. The Union will be provided not less than ten (10) calendar days' advanced notice of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes during the orientation to present Union membership information. Attendance of the new employee at the Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting the orientation shall be granted paid release time to attend including reasonable travel time if needed.

B. The City will provide the Union a digital file via e-mail to the Association President and Labor Relations Representative containing the following information:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Home address

The City shall not be required to supply employee information it does not have.

## 29.2 Maintenance of Membership/Separation from Unit

A. Employees who are dues paying Union members at the time of the signing of this agreement or who become dues paying members during the term of the agreement shall remain dues paying members for the duration of the agreement. Employees may opt out of Union membership by providing written notice to the Union during the thirty (30) day period prior to the expiration of this agreement.

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

## ~~ARTICLE 29:~~ARTICLE 30: Harassment Policy

~~29.130.1~~ 29.130.1 The City agrees to meet and consult with the union before any changes to the City's harassment policy are presented to the City Council.

~~ARTICLE 30:~~ARTICLE 31: Separability

~~30.1~~31.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

~~ARTICLE 31:~~ARTICLE 32: Effect of Agreement

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

31.132.2

**ARTICLE 32:ARTICLE 33: Signatures**

32.133.1 \_\_\_\_\_ **For the City of Carmel-  
by-the-Sea:**

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

32.233.2 \_\_\_\_\_ **For the Carmel-by-the-  
Sea General Employees Association:**

\_\_\_\_\_  
Ryan Heron, Chief Negotiator \_\_\_\_\_ Dated \_\_\_\_\_  
United Public Employees of California—Local 792

\_\_\_\_\_  
Margi Perotti \_\_\_\_\_ Dated \_\_\_\_\_  
Unit Member Negotiator  
General

\_\_\_\_\_  
~~Chris Darker~~Steve Allen, Business Manager/Secretary-Treasurer \_\_\_\_\_ Dated \_\_\_\_\_  
United Public Employees of California Local 792  
General

\_\_\_\_\_  
~~Mike Branson~~Sullivan Carey-Lang \_\_\_\_\_ Dated \_\_\_\_\_  
Unit Member Negotiator  
~~Management~~General

\_\_\_\_\_  
Yvette Oblander \_\_\_\_\_ Dated \_\_\_\_\_  
Unit Member Negotiator  
General

\_\_\_\_\_  
Jeanette Campbell \_\_\_\_\_ Dated \_\_\_\_\_  
Unit Member Negotiator  
General

Memorandum of Understanding: Management Employees Unit  
January-July 1, 2019 – June 30, 2022~~19~~





**Appendix "A"**  
**Uniform Items: Costs and Reimbursements<sup>1</sup>**  
*Cost information valid as of June 6, 2017*

<b>Job Classification</b>	<b>Uniform Item</b>	<b>Purchasing Cost</b>	<b>Reimbursement Cost (if different from purchasing cost)</b>
<ul style="list-style-type: none"> <li>• <u>City Forester</u></li> <li>• <u>Facilities Maintenance Supervisor</u></li> <li>• <u>Public Works Superintendent</u></li> </ul>	Pants	City Provided	City Provided
	Shirt	City Provided	City Provided
	Jacket	\$100	City Paid
	Hat	\$20	City Paid
	Hard Hat	\$50	City Paid
	Rain Gear	\$200	\$200
	Jacket	\$100	City Paid
	Safety Vest	\$25	City Paid
	Eye Protection	\$10	City Paid
	Safety Related	\$200	\$200
	Footwear		
Rain Gear	\$200	\$200	
Forestry Staff only:	Chaps	\$50	City Paid
	Helmets w/ screens	\$50	City Paid
<ul style="list-style-type: none"> <li>• <u>Associate Planner</u></li> <li>• <u>Senior Planner</u></li> </ul>	Safety Vest	\$25	City Provided
	Hard Hat	\$50	

<sup>1</sup>All uniform items provided to Union employees are non-safety related.

Appendix “A”  
Uniform Items: Costs and Reimbursements<sup>1</sup>

The City will provide Uniforms and equipment for employees as follows:

<u>Job Classification</u>	<u>Items Provided</u>
<ul style="list-style-type: none"> <li>• <u>City Forester</u></li> <li>• <u>Facilities Maintenance Supervisor</u></li> <li>• <u>Public Works Superintendent</u></li> </ul>	<u>Pants</u> <u>Shirt</u> <u>Jacket</u> <u>Chaps<sup>1</sup></u> <u>Helmets with Screens<sup>1</sup></u>

The City agrees to make available/furnish protective equipment to all classes listed above in addition to the classes of Associate and Senior Planner if requested and/or deemed necessary which includes, but may not be limited to:

- Hat (baseball cap or visor)
- Hard Hat
- Rain Gear
- Safety Vest
- Eye and/or Ear Protection
- Gloves

The City agrees to reimburse the classes listed below up to \$225 each fiscal year for the purchase and repair of safety related footwear which must be worn at all times while on duty. Each department head will determine the specifics of the footwear required.

- City Forester
- Facilities Maintenance Supervisor
- Public Works Superintendent

The City agrees to reimburse the classes listed below up to \$225 every other fiscal year (odd numbered years) for the purchase and repair of safety related footwear which must be worn at all times while in the field. Each department head will determine the specifics of the footwear required:

- Associate Planner
- Senior Planner

Effective July 1, 2021, the reimbursement for footwear identified above will increase to \$250.

<sup>1</sup>Forestry Staff only

**SIDELETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE CITY OF CARMEL BY-THE-SEA  
AND  
CARMEL BY THE SEA GENERAL AND MANAGEMENT UNITS**

The parties agree as follows:

**Deferred Compensation – Article 9 – Addition of Down Payment Assistance Provision**

Within 90 days of the approval of the MOU’s for both the General and Management units, the City will initiate adding provisions to deferred compensation agreements (457 programs) with both CalPERS and Nationwide to allow employees to utilize the Secured Personal Loan Program(s) for home down payment assistance.

**Benefits – Article 21 – Dental – Vision – Life Insurance– Long Term Disability Insurance**

The City will maintain the existing dental, vision, life insurance and long-term disability plans as provided for in Article 21. The City is currently working with the City’s insurance broker to provide alternatives to the existing plans. Within 90 days of receipt of the information from the City’s insurance broker, the parties agree to meet and confer to discuss changes to the existing plans which may include a combination of City paid benefits and options for employees to purchase upgraded coverage. At that time, the City will revise Article 21 to incorporate the appropriate language.

If a response from the insurance broker is not received prior to August 31, 2019, the City will provide a written update to the union.

**Payroll Period Change**

The parties will meet and confer within thirty (30) days of notice from the City to discuss moving from the current semi-monthly payroll period to a bi-weekly payroll period.

**Classification and Compensation**

The City will undertake a review of the Public Works Maintenance related classes as well as the Librarian series and Library Assistant classes, including the Circulation Supervisors position. The City will begin this study within 90 days of the approval of the MOU. It is anticipated that this will take approximately nine (9) months to complete at which time the City will meet and confer with LiUNA to discuss the findings. If the study is not completed within nine (9) months, the City will provide bi-weekly progress updates to LiUNA until the study has been completed and shared with LiUNA.

**General Leave Day**

Effective January 1, 2020, employees in the General Unit and Management Unit shall receive an additional General Leave Day (eight hours) to be used by June 30, 2020 and another General Leave Day on July 1, 2020, to be used by June 30, 2021, and subject to the same prescriptions and proscriptions of the General Leave Day provisions contained in Article 11 (General Unit) and Article 13 (Management Unit) including the proration of General Leave hours for part-time employees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Georgia Cochran  
Chief Negotiator

\_\_\_\_\_  
Ryan Heron  
Labor Relations Representative

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2020**

3.5%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Public Services Maintenance Worker I	G-142	Hourly:	\$ 17.27	\$ 18.13	\$ 19.04	\$ 20.00	\$ 21.00
		Monthly:	\$ 2,993.47	\$ 3,142.53	\$ 3,300.27	\$ 3,466.67	\$ 3,640.00
		Annual:	\$ 35,921.60	\$ 37,710.40	\$ 39,603.20	\$ 41,600.00	\$ 43,680.00
Facility Maintenance Worker Forest Care Worker Library Assistant Public Services Maintenance Worker II	G-204	Hourly:	\$ 23.54	\$ 24.71	\$ 25.95	\$ 27.25	\$ 28.60
		Monthly:	\$ 4,080.27	\$ 4,283.07	\$ 4,498.00	\$ 4,723.33	\$ 4,957.33
		Annual:	\$ 48,963.20	\$ 51,396.80	\$ 53,976.00	\$ 56,680.00	\$ 59,488.00
Maintenance Worker Maintenance Worker / Gardener Tree Care Specialist	G-214	Hourly:	\$ 24.73	\$ 25.96	\$ 27.26	\$ 28.62	\$ 30.06
		Monthly:	\$ 4,286.53	\$ 4,499.73	\$ 4,725.07	\$ 4,960.80	\$ 5,210.40
		Annual:	\$ 51,438.40	\$ 53,996.80	\$ 56,700.80	\$ 59,529.60	\$ 62,524.80
Senior Maintenance Worker	G-224	Hourly:	\$ 25.98	\$ 27.28	\$ 28.64	\$ 30.08	\$ 31.58
		Monthly:	\$ 4,503.20	\$ 4,728.53	\$ 4,964.27	\$ 5,213.87	\$ 5,473.87
		Annual:	\$ 54,038.40	\$ 56,742.40	\$ 59,571.20	\$ 62,566.40	\$ 65,686.40
Administrative Coordinator	G-229	Hourly:	\$ 26.62	\$ 27.99	\$ 29.38	\$ 30.85	\$ 32.40
		Monthly:	\$ 4,614.13	\$ 4,851.60	\$ 5,092.53	\$ 5,347.33	\$ 5,616.00
		Annual:	\$ 55,369.60	\$ 58,219.20	\$ 61,110.40	\$ 64,168.00	\$ 67,392.00
Librarian I	G-234	Hourly:	\$ 27.32	\$ 28.69	\$ 30.12	\$ 31.63	\$ 33.21
		Monthly:	\$ 4,735.47	\$ 4,972.93	\$ 5,220.80	\$ 5,482.53	\$ 5,756.40
		Annual:	\$ 56,825.60	\$ 59,675.20	\$ 62,649.60	\$ 65,790.40	\$ 69,076.80
Finance Specialist Permit Technician	G-239	Hourly:	\$ 28.02	\$ 29.41	\$ 30.89	\$ 32.43	\$ 34.05
		Monthly:	\$ 4,856.80	\$ 5,097.73	\$ 5,354.27	\$ 5,621.20	\$ 5,902.00
		Annual:	\$ 58,281.60	\$ 61,172.80	\$ 64,251.20	\$ 67,454.40	\$ 70,824.00
Community Activities Assistant I	G-242	Hourly:	\$ 28.44	\$ 29.87	\$ 31.35	\$ 32.92	\$ 34.56
		Monthly:	\$ 4,929.60	\$ 5,177.47	\$ 5,434.00	\$ 5,706.13	\$ 5,990.40
		Annual:	\$ 59,155.20	\$ 62,129.60	\$ 65,208.00	\$ 68,473.60	\$ 71,884.80
Circulation Supervisor Building Maintenance Specialist Facility Maintenance Specialist	G-244	Hourly:	\$ 28.72	\$ 30.16	\$ 31.67	\$ 33.25	\$ 34.91
		Monthly:	\$ 4,978.13	\$ 5,227.73	\$ 5,489.47	\$ 5,763.33	\$ 6,051.07
		Annual:	\$ 59,737.60	\$ 62,732.80	\$ 65,873.60	\$ 69,160.00	\$ 72,612.80
Planning Technician	G-248	Hourly:	\$ 29.30	\$ 30.76	\$ 32.29	\$ 33.91	\$ 35.59
		Monthly:	\$ 5,078.67	\$ 5,331.73	\$ 5,596.93	\$ 5,877.73	\$ 6,168.93
		Annual:	\$ 60,944.00	\$ 63,980.80	\$ 67,163.20	\$ 70,532.80	\$ 74,027.20

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2020**

3.5%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Program Supervisor	G-252	Hourly:	\$ 29.90	\$ 31.38	\$ 32.95	\$ 34.60	\$ 36.33
		Monthly:	\$ 5,182.67	\$ 5,439.20	\$ 5,711.33	\$ 5,997.33	\$ 6,297.20
		Annual:	\$ 62,192.00	\$ 65,270.40	\$ 68,536.00	\$ 71,968.00	\$ 75,566.40
Librarian II	G-254	Hourly:	\$ 30.19	\$ 31.70	\$ 33.29	\$ 34.95	\$ 36.71
		Monthly:	\$ 5,232.93	\$ 5,494.67	\$ 5,770.27	\$ 6,058.00	\$ 6,363.07
		Annual:	\$ 62,795.20	\$ 65,936.00	\$ 69,243.20	\$ 72,696.00	\$ 76,356.80
Assistant Planner	G-264	Hourly:	\$ 31.73	\$ 33.33	\$ 34.99	\$ 36.74	\$ 38.57
		Monthly:	\$ 5,499.87	\$ 5,777.20	\$ 6,064.93	\$ 6,368.27	\$ 6,685.47
		Annual:	\$ 65,998.40	\$ 69,326.40	\$ 72,779.20	\$ 76,419.20	\$ 80,225.60
Community Activities Assistant II*	G-272	Hourly:	\$ 33.03	\$ 34.68	\$ 36.41	\$ 38.22	\$ 40.14
		Monthly:	\$ 5,725.20	\$ 6,011.20	\$ 6,311.07	\$ 6,624.80	\$ 6,957.60
		Annual:	\$ 68,702.40	\$ 72,134.40	\$ 75,732.80	\$ 79,497.60	\$ 83,491.20
Code Compliance Coordinator	G-284	Hourly:	\$ 35.06	\$ 36.83	\$ 38.66	\$ 40.59	\$ 42.63
		Monthly:	\$ 6,077.07	\$ 6,383.87	\$ 6,701.07	\$ 7,035.60	\$ 7,389.20
		Annual:	\$ 72,924.80	\$ 76,606.40	\$ 80,412.80	\$ 84,427.20	\$ 88,670.40
Streets Supervisor	G-288	Hourly:	\$ 35.77	\$ 37.56	\$ 39.44	\$ 41.41	\$ 43.48
		Monthly:	\$ 6,200.13	\$ 6,510.40	\$ 6,836.27	\$ 7,177.73	\$ 7,536.53
		Annual:	\$ 74,401.60	\$ 78,124.80	\$ 82,035.20	\$ 86,132.80	\$ 90,438.40
Assistant City Forester	G-296	Hourly:	\$ 37.23	\$ 39.09	\$ 41.05	\$ 43.10	\$ 45.26
		Monthly:	\$ 6,453.20	\$ 6,775.60	\$ 7,115.33	\$ 7,470.67	\$ 7,845.07
		Annual:	\$ 77,438.40	\$ 81,307.20	\$ 85,384.00	\$ 89,648.00	\$ 94,140.80
Building Inspector	G-314	Hourly:	\$ 40.72	\$ 42.76	\$ 44.90	\$ 47.14	\$ 49.50
		Monthly:	\$ 7,058.13	\$ 7,411.73	\$ 7,782.67	\$ 8,170.93	\$ 8,580.00
		Annual:	\$ 84,697.60	\$ 88,940.80	\$ 93,392.00	\$ 98,051.20	\$ 102,960.00

\*\*Community Activities Assistant II classification will be eliminated through attrition.

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2021**

<b>2.0%</b>							
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Public Services Maintenance Worker I	G-142	Hourly:	\$ 17.62	\$ 18.49	\$ 19.42	\$ 20.40	\$ 21.42
		Monthly:	\$ 3,054.13	\$ 3,204.93	\$ 3,366.13	\$ 3,536.00	\$ 3,712.80
		Annual:	\$ 36,649.60	\$ 38,459.20	\$ 40,393.60	\$ 42,432.00	\$ 44,553.60
Facility Maintenance Worker Forest Care Worker Library Assistant Public Services Maintenance Worker II	G-204	Hourly:	\$ 24.01	\$ 25.20	\$ 26.47	\$ 27.80	\$ 29.17
		Monthly:	\$ 4,161.73	\$ 4,368.00	\$ 4,588.13	\$ 4,818.67	\$ 5,056.13
		Annual:	\$ 49,940.80	\$ 52,416.00	\$ 55,057.60	\$ 57,824.00	\$ 60,673.60
Maintenance Worker Maintenance Worker / Gardener Tree Care Specialist	G-214	Hourly:	\$ 25.22	\$ 26.48	\$ 27.81	\$ 29.19	\$ 30.66
		Monthly:	\$ 4,371.47	\$ 4,589.87	\$ 4,820.40	\$ 5,059.60	\$ 5,314.40
		Annual:	\$ 52,457.60	\$ 55,078.40	\$ 57,844.80	\$ 60,715.20	\$ 63,772.80
Senior Maintenance Worker	G-224	Hourly:	\$ 26.50	\$ 27.83	\$ 29.21	\$ 30.68	\$ 32.21
		Monthly:	\$ 4,593.33	\$ 4,823.87	\$ 5,063.07	\$ 5,317.87	\$ 5,583.07
		Annual:	\$ 55,120.00	\$ 57,886.40	\$ 60,756.80	\$ 63,814.40	\$ 66,996.80
Administrative Coordinator	G-229	Hourly:	\$ 27.15	\$ 28.55	\$ 29.97	\$ 31.47	\$ 33.05
		Monthly:	\$ 4,706.00	\$ 4,948.67	\$ 5,194.80	\$ 5,454.80	\$ 5,728.67
		Annual:	\$ 56,472.00	\$ 59,384.00	\$ 62,337.60	\$ 65,457.60	\$ 68,744.00
Librarian I	G-234	Hourly:	\$ 27.87	\$ 29.26	\$ 30.72	\$ 32.26	\$ 33.87
		Monthly:	\$ 4,830.80	\$ 5,071.73	\$ 5,324.80	\$ 5,591.73	\$ 5,870.80
		Annual:	\$ 57,969.60	\$ 60,860.80	\$ 63,897.60	\$ 67,100.80	\$ 70,449.60
Finance Specialist Permit Technician	G-239	Hourly:	\$ 28.58	\$ 30.00	\$ 31.51	\$ 33.08	\$ 34.73
		Monthly:	\$ 4,953.87	\$ 5,200.00	\$ 5,461.73	\$ 5,733.87	\$ 6,019.87
		Annual:	\$ 59,446.40	\$ 62,400.00	\$ 65,540.80	\$ 68,806.40	\$ 72,238.40
Community Activities Assistant I	G-242	Hourly:	\$ 29.01	\$ 30.47	\$ 31.98	\$ 33.58	\$ 35.25
		Monthly:	\$ 5,028.40	\$ 5,281.47	\$ 5,543.20	\$ 5,820.53	\$ 6,110.00
		Annual:	\$ 60,340.80	\$ 63,377.60	\$ 66,518.40	\$ 69,846.40	\$ 73,320.00
Circulation Supervisor Building Maintenance Specialist Facility Maintenance Specialist	G-244	Hourly:	\$ 29.29	\$ 30.76	\$ 32.30	\$ 33.92	\$ 35.61
		Monthly:	\$ 5,076.93	\$ 5,331.73	\$ 5,598.67	\$ 5,879.47	\$ 6,172.40
		Annual:	\$ 60,923.20	\$ 63,980.80	\$ 67,184.00	\$ 70,553.60	\$ 74,068.80
Planning Technician	G-248	Hourly:	\$ 29.89	\$ 31.38	\$ 32.94	\$ 34.59	\$ 36.30
		Monthly:	\$ 5,180.93	\$ 5,439.20	\$ 5,709.60	\$ 5,995.60	\$ 6,292.00
		Annual:	\$ 62,171.20	\$ 65,270.40	\$ 68,515.20	\$ 71,947.20	\$ 75,504.00

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2021**

2.0%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Program Supervisor	G-252	Hourly:	\$ 30.50	\$ 32.01	\$ 33.61	\$ 35.29	\$ 37.06
		Monthly:	\$ 5,286.67	\$ 5,548.40	\$ 5,825.73	\$ 6,116.93	\$ 6,423.73
		Annual:	\$ 63,440.00	\$ 66,580.80	\$ 69,908.80	\$ 73,403.20	\$ 77,084.80
Librarian II	G-254	Hourly:	\$ 30.79	\$ 32.33	\$ 33.96	\$ 35.65	\$ 37.44
		Monthly:	\$ 5,336.93	\$ 5,603.87	\$ 5,886.40	\$ 6,179.33	\$ 6,489.60
		Annual:	\$ 64,043.20	\$ 67,246.40	\$ 70,636.80	\$ 74,152.00	\$ 77,875.20
Assistant Planner	G-264	Hourly:	\$ 32.36	\$ 34.00	\$ 35.69	\$ 37.47	\$ 39.34
		Monthly:	\$ 5,609.07	\$ 5,893.33	\$ 6,186.27	\$ 6,494.80	\$ 6,818.93
		Annual:	\$ 67,308.80	\$ 70,720.00	\$ 74,235.20	\$ 77,937.60	\$ 81,827.20
Community Activities Assistant II*	G-272	Hourly:	\$ 33.69	\$ 35.37	\$ 37.14	\$ 38.98	\$ 40.94
		Monthly:	\$ 5,839.60	\$ 6,130.80	\$ 6,437.60	\$ 6,756.53	\$ 7,096.27
		Annual:	\$ 70,075.20	\$ 73,569.60	\$ 77,251.20	\$ 81,078.40	\$ 85,155.20
Code Compliance Coordinator	G-284	Hourly:	\$ 35.76	\$ 37.57	\$ 39.43	\$ 41.40	\$ 43.48
		Monthly:	\$ 6,198.40	\$ 6,512.13	\$ 6,834.53	\$ 7,176.00	\$ 7,536.53
		Annual:	\$ 74,380.80	\$ 78,145.60	\$ 82,014.40	\$ 86,112.00	\$ 90,438.40
Streets Supervisor	G-288	Hourly:	\$ 36.49	\$ 38.31	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly:	\$ 6,324.93	\$ 6,640.40	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annual:	\$ 75,899.20	\$ 79,684.80	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Assistant City Forester	G-296	Hourly:	\$ 37.97	\$ 39.87	\$ 41.87	\$ 43.96	\$ 46.17
		Monthly:	\$ 6,581.47	\$ 6,910.80	\$ 7,257.47	\$ 7,619.73	\$ 8,002.80
		Annual:	\$ 78,977.60	\$ 82,929.60	\$ 87,089.60	\$ 91,436.80	\$ 96,033.60
Building Inspector	G-314	Hourly:	\$ 41.53	\$ 43.62	\$ 45.80	\$ 48.08	\$ 50.49
		Monthly:	\$ 7,198.53	\$ 7,560.80	\$ 7,938.67	\$ 8,333.87	\$ 8,751.60
		Annual:	\$ 86,382.40	\$ 90,729.60	\$ 95,264.00	\$ 100,006.40	\$ 105,019.20

\*\*Community Activities Assistant II classification will be eliminated through attrition.

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2022**

<b>1.25%</b>							
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Public Services Maintenance Worker I	G-142	Hourly:	\$ 17.84	\$ 18.72	\$ 19.66	\$ 20.66	\$ 21.69
		Monthly:	\$ 3,092.27	\$ 3,244.80	\$ 3,407.73	\$ 3,581.07	\$ 3,759.60
		Annual:	\$ 37,107.20	\$ 38,937.60	\$ 40,892.80	\$ 42,972.80	\$ 45,115.20
Facility Maintenance Worker Forest Care Worker Library Assistant Public Services Maintenance Worker II	G-204	Hourly:	\$ 24.31	\$ 25.52	\$ 26.80	\$ 28.15	\$ 29.53
		Monthly:	\$ 4,213.73	\$ 4,423.47	\$ 4,645.33	\$ 4,879.33	\$ 5,118.53
		Annual:	\$ 50,564.80	\$ 53,081.60	\$ 55,744.00	\$ 58,552.00	\$ 61,422.40
Maintenance Worker Maintenance Worker / Gardener Tree Care Specialist	G-214	Hourly:	\$ 25.54	\$ 26.81	\$ 28.16	\$ 29.55	\$ 31.04
		Monthly:	\$ 4,426.93	\$ 4,647.07	\$ 4,881.07	\$ 5,122.00	\$ 5,380.27
		Annual:	\$ 53,123.20	\$ 55,764.80	\$ 58,572.80	\$ 61,464.00	\$ 64,563.20
Senior Maintenance Worker	G-224	Hourly:	\$ 26.83	\$ 28.18	\$ 29.58	\$ 31.06	\$ 32.61
		Monthly:	\$ 4,650.53	\$ 4,884.53	\$ 5,127.20	\$ 5,383.73	\$ 5,652.40
		Annual:	\$ 55,806.40	\$ 58,614.40	\$ 61,526.40	\$ 64,604.80	\$ 67,828.80
Administrative Coordinator	G-229	Hourly:	\$ 27.49	\$ 28.91	\$ 30.34	\$ 31.86	\$ 33.46
		Monthly:	\$ 4,764.93	\$ 5,011.07	\$ 5,258.93	\$ 5,522.40	\$ 5,799.73
		Annual:	\$ 57,179.20	\$ 60,132.80	\$ 63,107.20	\$ 66,268.80	\$ 69,596.80
Librarian I	G-234	Hourly:	\$ 28.22	\$ 29.63	\$ 31.10	\$ 32.66	\$ 34.29
		Monthly:	\$ 4,891.47	\$ 5,135.87	\$ 5,390.67	\$ 5,661.07	\$ 5,943.60
		Annual:	\$ 58,697.60	\$ 61,630.40	\$ 64,688.00	\$ 67,932.80	\$ 71,323.20
Finance Specialist Permit Technician	G-239	Hourly:	\$ 28.94	\$ 30.38	\$ 31.90	\$ 33.49	\$ 35.16
		Monthly:	\$ 5,016.27	\$ 5,265.87	\$ 5,529.33	\$ 5,804.93	\$ 6,094.40
		Annual:	\$ 60,195.20	\$ 63,190.40	\$ 66,352.00	\$ 69,659.20	\$ 73,132.80
Community Activities Assistant I	G-242	Hourly:	\$ 29.37	\$ 30.85	\$ 32.38	\$ 34.00	\$ 35.69
		Monthly:	\$ 5,090.80	\$ 5,347.33	\$ 5,612.53	\$ 5,893.33	\$ 6,186.27
		Annual:	\$ 61,089.60	\$ 64,168.00	\$ 67,350.40	\$ 70,720.00	\$ 74,235.20
Circulation Supervisor Building Maintenance Specialist Facility Maintenance Specialist	G-244	Hourly:	\$ 29.66	\$ 31.14	\$ 32.70	\$ 34.34	\$ 36.06
		Monthly:	\$ 5,141.07	\$ 5,397.60	\$ 5,668.00	\$ 5,952.27	\$ 6,250.40
		Annual:	\$ 61,692.80	\$ 64,771.20	\$ 68,016.00	\$ 71,427.20	\$ 75,004.80
Planning Technician	G-248	Hourly:	\$ 30.26	\$ 31.77	\$ 33.35	\$ 35.02	\$ 36.75
		Monthly:	\$ 5,245.07	\$ 5,506.80	\$ 5,780.67	\$ 6,070.13	\$ 6,370.00
		Annual:	\$ 62,940.80	\$ 66,081.60	\$ 69,368.00	\$ 72,841.60	\$ 76,440.00



**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA GENERAL CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2022**

<b>1.25%</b>							
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Program Supervisor	G-252	Hourly:	\$ 30.88	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52
		Monthly:	\$ 5,352.53	\$ 5,617.73	\$ 5,898.53	\$ 6,193.20	\$ 6,503.47
		Annual:	\$ 64,230.40	\$ 67,412.80	\$ 70,782.40	\$ 74,318.40	\$ 78,041.60
Librarian II	G-254	Hourly:	\$ 31.17	\$ 32.73	\$ 34.38	\$ 36.10	\$ 37.91
		Monthly:	\$ 5,402.80	\$ 5,673.20	\$ 5,959.20	\$ 6,257.33	\$ 6,571.07
		Annual:	\$ 64,833.60	\$ 68,078.40	\$ 71,510.40	\$ 75,088.00	\$ 78,852.80
Assistant Planner	G-264	Hourly:	\$ 32.76	\$ 34.43	\$ 36.14	\$ 37.94	\$ 39.83
		Monthly:	\$ 5,678.40	\$ 5,967.87	\$ 6,264.27	\$ 6,576.27	\$ 6,903.87
		Annual:	\$ 68,140.80	\$ 71,614.40	\$ 75,171.20	\$ 78,915.20	\$ 82,846.40
Community Activities Assistant II*	G-272	Hourly:	\$ 34.11	\$ 35.81	\$ 37.60	\$ 39.47	\$ 41.45
		Monthly:	\$ 5,912.40	\$ 6,207.07	\$ 6,517.33	\$ 6,841.47	\$ 7,184.67
		Annual:	\$ 70,948.80	\$ 74,484.80	\$ 78,208.00	\$ 82,097.60	\$ 86,216.00
Code Compliance Coordinator	G-284	Hourly:	\$ 36.21	\$ 38.04	\$ 39.92	\$ 41.92	\$ 44.02
		Monthly:	\$ 6,276.40	\$ 6,593.60	\$ 6,919.47	\$ 7,266.13	\$ 7,630.13
		Annual:	\$ 75,316.80	\$ 79,123.20	\$ 83,033.60	\$ 87,193.60	\$ 91,561.60
Streets Supervisor	G-288	Hourly:	\$ 36.95	\$ 38.79	\$ 40.73	\$ 42.77	\$ 44.90
		Monthly:	\$ 6,404.67	\$ 6,723.60	\$ 7,059.87	\$ 7,413.47	\$ 7,782.67
		Annual:	\$ 76,856.00	\$ 80,683.20	\$ 84,718.40	\$ 88,961.60	\$ 93,392.00
Assistant City Forester	G-296	Hourly:	\$ 38.44	\$ 40.37	\$ 42.39	\$ 44.51	\$ 46.75
		Monthly:	\$ 6,662.93	\$ 6,997.47	\$ 7,347.60	\$ 7,715.07	\$ 8,103.33
		Annual:	\$ 79,955.20	\$ 83,969.60	\$ 88,171.20	\$ 92,580.80	\$ 97,240.00
Building Inspector	G-314	Hourly:	\$ 42.05	\$ 44.17	\$ 46.37	\$ 48.68	\$ 51.12
		Monthly:	\$ 7,288.67	\$ 7,656.13	\$ 8,037.47	\$ 8,437.87	\$ 8,860.80
		Annual:	\$ 87,464.00	\$ 91,873.60	\$ 96,449.60	\$ 101,254.40	\$ 106,329.60

\*\*Community Activities Assistant II classification will be eliminated through attrition.

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA MANAGEMENT CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2020**

3.5%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner	M-284	Hourly:	\$ 35.03	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.60
		Monthly:	\$ 6,071.87	\$ 6,378.67	\$ 6,697.60	\$ 7,032.13	\$ 7,384.00
		Annual:	\$ 72,862.40	\$ 76,544.00	\$ 80,371.20	\$ 84,385.60	\$ 88,608.00
Facilities Maintenance Supervisor	M-298	Hourly:	\$ 37.57	\$ 39.47	\$ 41.44	\$ 43.51	\$ 45.70
		Monthly:	\$ 6,512.13	\$ 6,841.47	\$ 7,182.93	\$ 7,541.73	\$ 7,921.33
		Annual:	\$ 78,145.60	\$ 82,097.60	\$ 86,195.20	\$ 90,500.80	\$ 95,056.00
Senior Planner	M-351	Hourly:	\$ 48.96	\$ 51.39	\$ 53.96	\$ 56.67	\$ 59.50
		Monthly:	\$ 8,486.40	\$ 8,907.60	\$ 9,353.07	\$ 9,822.80	\$ 10,313.33
		Annual:	\$ 101,836.80	\$ 106,891.20	\$ 112,236.80	\$ 117,873.60	\$ 123,760.00
City Forester Public Works Superintendent	M-357	Hourly:	\$ 50.46	\$ 52.97	\$ 55.62	\$ 58.41	\$ 61.32
		Monthly:	\$ 8,746.40	\$ 9,181.47	\$ 9,640.80	\$ 10,124.40	\$ 10,628.80
		Annual:	\$ 104,956.80	\$ 110,177.60	\$ 115,689.60	\$ 121,492.80	\$ 127,545.60

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA MANAGEMENT CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2021**

2.0%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner	M-284	Hourly:	\$ 35.73	\$ 37.54	\$ 39.41	\$ 41.38	\$ 43.45
		Monthly:	\$ 6,193.20	\$ 6,506.93	\$ 6,831.07	\$ 7,172.53	\$ 7,531.33
		Annual:	\$ 74,318.40	\$ 78,083.20	\$ 81,972.80	\$ 86,070.40	\$ 90,376.00
Facilities Maintenance Supervisor	M-298	Hourly:	\$ 38.32	\$ 40.26	\$ 42.27	\$ 44.38	\$ 46.61
		Monthly:	\$ 6,642.13	\$ 6,978.40	\$ 7,326.80	\$ 7,692.53	\$ 8,079.07
		Annual:	\$ 79,705.60	\$ 83,740.80	\$ 87,921.60	\$ 92,310.40	\$ 96,948.80
Senior Planner	M-351	Hourly:	\$ 49.94	\$ 52.42	\$ 55.04	\$ 57.80	\$ 60.69
		Monthly:	\$ 8,656.27	\$ 9,086.13	\$ 9,540.27	\$ 10,018.67	\$ 10,519.60
		Annual:	\$ 103,875.20	\$ 109,033.60	\$ 114,483.20	\$ 120,224.00	\$ 126,235.20
City Forester Public Works Superintendent	M-357	Hourly:	\$ 51.47	\$ 54.03	\$ 56.73	\$ 59.58	\$ 62.55
		Monthly:	\$ 8,921.47	\$ 9,365.20	\$ 9,833.20	\$ 10,327.20	\$ 10,842.00
		Annual:	\$ 107,057.60	\$ 112,382.40	\$ 117,998.40	\$ 123,926.40	\$ 130,104.00

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR LIUNA MANAGEMENT CLASSIFICATIONS**  
**EFFECTIVE JANUARY 1, 2022**

1.25%							
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner	M-284	Hourly:	\$ 36.18	\$ 38.01	\$ 39.90	\$ 41.90	\$ 43.99
		Monthly:	\$ 6,271.20	\$ 6,588.40	\$ 6,916.00	\$ 7,262.67	\$ 7,624.93
		Annual:	\$ 75,254.40	\$ 79,060.80	\$ 82,992.00	\$ 87,152.00	\$ 91,499.20
Facilities Maintenance Supervisor	M-298	Hourly:	\$ 38.80	\$ 40.76	\$ 42.80	\$ 44.93	\$ 47.19
		Monthly:	\$ 6,725.33	\$ 7,065.07	\$ 7,418.67	\$ 7,787.87	\$ 8,179.60
		Annual:	\$ 80,704.00	\$ 84,780.80	\$ 89,024.00	\$ 93,454.40	\$ 98,155.20
Senior Planner	M-351	Hourly:	\$ 50.56	\$ 53.08	\$ 55.73	\$ 58.52	\$ 61.45
		Monthly:	\$ 8,763.73	\$ 9,200.53	\$ 9,659.87	\$ 10,143.47	\$ 10,651.33
		Annual:	\$ 105,164.80	\$ 110,406.40	\$ 115,918.40	\$ 121,721.60	\$ 127,816.00
City Forester Public Works Superintendent	M-357	Hourly:	\$ 52.11	\$ 54.71	\$ 57.44	\$ 60.32	\$ 63.33
		Monthly:	\$ 9,032.40	\$ 9,483.07	\$ 9,956.27	\$ 10,455.47	\$ 10,977.20
		Annual:	\$ 108,388.80	\$ 113,796.80	\$ 119,475.20	\$ 125,465.60	\$ 131,726.40



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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Robert Harary, P.E, Director of Public Works
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-088 authorizing the City Administrator to execute a Professional Services Agreement with Nichols Consulting Engineers, for a not-to-exceed fee, including contingency, of \$132,899, for the Scenic Pathway Renovation Project

## RECOMMENDATION:

Adopt Resolution 2019-088 authorizing the City Administrator to execute a Professional Services Agreement with Nichols Consulting Engineers (NCE), for a not-to-exceed fee, including contingency, of \$132,899, for the Scenic Pathway Renovation Project.

## BACKGROUND/SUMMARY:

The Scenic Pathway is over 25 years old. Many of the original plantings along the Pathway are gone, and remaining plants are suffering from irrigation system deficiencies and pedestrian trampling. The Pathway surface has been worn down from heavy use and drainage problems, and is in need of redefinition and reconstruction. Unauthorized trails can be found along the bluffs down to the beach. Wooden barrier rails, sign posts, and other features are significantly decayed or deteriorated. While the Scenic Pathway offers magnificent, world-class views of the shore, it is no longer maintainable nor sustainable.

In June 2017, the City Council approved the Fiscal Year (FY) 2017/18 Capital Improvement Plan (CIP) in which three projects associated with the Pathway were funded: 1) Structural Repairs to the Beach Stairs, 2) Scenic Pathway Landscape Renovation Project, and 3) Shoreline Landscape Barriers Project. The Public Works Director recommended proceeding immediately with repairing all 11 Beach Stairs as some of the stairs had potential life safety issues of immediate concern. The Director also recommended deferring the landscaping project because the hardscape infrastructure was heavily deteriorated, and new landscaping would simply be damaged during replacement of barrier rails and reconstruction of the Pathway. The structural repairs to the beach stairs was completed in 2018 using in-house resources which saved the City approximately \$100,000.

In June 2018, Council approved the FY 2018/19 CIP, which authorized the merger of the two remaining Pathway projects, the Scenic Pathway Landscape Renovation Project and the Shoreline Landscape Barriers Project, into this new Scenic Pathway Renovation Project (Project). Council also authorized the carry-over and allocation of \$230,000 from Measure D and a trust fund for the combined Project. The CIP

Project description for the new Project stated, “reconstructing portions of the Pathway, and replacing barriers in a revised, phased implementation plan.”

In Spring 2019, Statements of Qualifications (SOQs) were solicited by the City for 17 areas of professional services. Fifty-four (54) SOQs were received, including eight (8) SOQs for civil engineering services. A selection committee consisting of the Public Works Director, Environmental Compliance Manager, and Project Manager independently reviewed the eight SOQs and ranked two firms as most qualified to design this Pathway Renovation Project: BKF Engineers and Nichols Consulting Engineers (NCE). Next, the City requested Project-specific, technical proposals from both firms, and again these proposals were reviewed independently. The committee unanimously agreed that NCE was the best qualified firm for this Project.

Established in 1990 and located in Richmond, NCE is a consulting engineering, planning, environmental, and construction management services firm that specializes in innovative designs and construction of public infrastructure. NCE primarily provides services to government agencies throughout California and nearby states. In fact, NCE has provided pavement management services for the City of Carmel for many years, although different NCE personnel will be involved on this Project. NCE has put together a top notch team of landscape architects, engineers, an environmental public policy mediator to lead public engagement, and an irrigation subconsultant.

This team designed other high-profile, environmentally-sensitive, and popular paths including the Half Moon Bay Coastal Trail, East Bay Regional Park District Bay Trail at Point Molate, and City of San Pablo Wildcat Trail. These trail themes have incorporated durable, sustainable, natural, visually-cohesive, low maintenance, and ADA-compliant materials.

Community input and authentic public engagement is considered crucial for this high-profile, once in a lifetime Project. The engagement process will include: phone interviews with a mixture of Council, staff, and public members, an online survey, a pop-up event, a public workshop/charrette, and presentations of the master schematic design plans to the Forest and Beach Commission, Planning Commission, and City Council. The intentionally-unannounced pop-up event will be staged at a couple of workstations on the Scenic Pathway on a weekend day, to ask the Pathway users what they think the current deficiencies are, and to seek input on options, presented as design themes, are most suitable for the renovation.

The overall Project is proposed to be completed in two phases. The Professional Services Agreement with NCE is for the first phase and includes the public engagement, field investigations, and preparation of schematic design and master landscape plans for the entire Pathway, followed by preparation of construction plans, specifications, and cost estimates for a Pilot Project of approximately one block, including updating adjacent parking spaces to meet ADA requirements. This approach will provide the community with the final opportunity to provide feedback of a completed segment of the Project, and we could modify the design for the subsequent remaining portion of the Pathway. Construction could begin by late 2020 or early 2021.

Upon the successful completion of the Pilot Project, an amendment may be prepared with NCE to extend the construction plans, specifications, and cost estimates for the remainder of the Pathway; however, additional funding for this design and construction of the second phase of the Pathway would be required. Funding would be most viable if the Carmel Sales Tax measure is approved by the voters in 2020.

## **FISCAL IMPACT:**

The not-to-exceed fee negotiated with NCE is \$122,899. This fee was negotiated down by 30% from an initial estimate of \$174,910. A contingency of \$10,000 is recommended to cover any unanticipated work without delaying the project schedule. While the negotiated fee is still higher than anticipated, staff is confident that we are hiring the best team possible who will leave a lasting legacy along the Scenic Pathway.

Funding from Measure D, \$215,000, plus \$15,000 from the Erle Lagerholm Trust, results in a total project budget of \$230,000. This amount was never intended to renovate the entire 0.6 miles of pathway – it was the budget set for the initial landscaping and barrier repair projects only.

The available funding of \$230,000, less the total NCE fee with contingency of \$132,899, leaves a balance of \$97,100 for construction of the pilot project. Depending on the construction bidding climate at that time (estimated fall 2020), the pilot project may need to be reduced, or phased in, to fit the remaining balance.

Funding to extend the adopted design for the remainder of the Pathway would be requested in future year Capital Improvement Program budget(s).

#### **PRIOR CITY COUNCIL ACTION:**

In June 2018, Council authorized the merger of two prior capital improvement projects, previously called the “Scenic Pathway Landscape Renovation Project” and the “Shoreline Landscape Barriers Project,” into this Scenic Pathway Renovation Project. Council also authorized the carry-over and allocation of \$230,000 from Measure D and trust funds as an initial budget for the combined project.

#### **ATTACHMENTS:**

Resolution 2019-088 NCE PSA

Attachment #2 - Professional Services Agreement with NCE

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

**RESOLUTION NO. 2019-088**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS (NCE), FOR A NOT-TO-EXCEED FEE, INCLUDING CONTINGENCY, OF \$132,899, FOR THE SCENIC PATHWAY RENOVATION PROJECT**

WHEREAS, while the Scenic Pathway offers magnificent, world-class views of the shore, it is over 25 years old, has many significantly deteriorated hardscape features, and is no longer maintainable; and

WHEREAS, three inter-related projects along the Pathway were funded in Fiscal Year 2017/18, the first of which, structural repairs to the 11 beach stairs, was deemed most urgent and was completed in 2018; and

WHEREAS, in June 2018, Council authorized the merger of two prior capital improvement projects, the Scenic Pathway Landscape Renovation and the Shoreline Landscape Barriers Project, into this Scenic Pathway Renovation Project in the FY 2018/19 Capital Improvement Program (CIP) and authorized a carry-over allocation of \$230,000 from Measure D and the Erle Lagerholm Trust; and

WHEREAS, in May 2019, Statements of Qualifications were submitted by eight civil engineering firms, and the two top-ranked firms for this Project were asked to prepare project-specific proposals; and

WHEREAS, the evaluation committee agreed that Nichols Consulting Engineers (NCE) is best qualified to design the Project; and

WHEREAS, the scope of work includes a crucial public engagement process, as well as schematic design of the entire Pathway, and construction plans, specifications, and cost estimates for a Pilot Project of approximately one block; and

WHEREAS, a Professional Services Agreement was negotiated with NCE in the amount of \$122,899, a contingency of \$10,000 is recommended to prevent delays due to any changes, and sufficient funding is available in the CIP Project budget; and

WHEREAS, additional funding will be needed in the future to renovate the remainder of the Scenic Pathway after completion of the Pilot Project.

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

Authorize the City Administer to execute a Professional Services Agreement with Nichols Consulting Engineers for a not-to-exceed fee, including contingency, of \$132,899 for the Scenic Pathway Renovation Project.



**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Dave Potter  
Mayor

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Britt Avrit, MMC  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**SCENIC PATHWAY RENOVATION PROJECT**  
**Agreement #**

**THIS AGREEMENT** is executed this \_\_\_\_ day of December, 2019, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Nichols Consulting Engineers, (hereinafter "Consultant"), collectively referred to herein as the "parties".

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

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

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

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

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Data gathering, public consultation, schematic design of the entire pathway, detailed design and technical support during construction for the one block pilot project. The Scope of Services also includes the services described in Exhibit "A," attached hereto. The Scope of Services under this Agreement also includes, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.
  
- B. **Change Orders.** Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

**2. COMPENSATION**

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed One Hundred Twenty Two Thousand Eight Hundred Ninety Eight Dollars and Fifty Cents (\$122,898.50). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.

A contingency of Ten Thousand (\$10,000) is available for supplemental services, but requires a written proposal by Consultant and prior written approval by City before any such services begin.

- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
  - ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;

- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

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

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

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

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

**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence by December 3, 2019 and shall be completed by June 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City,

the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

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

as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.

- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

## 5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Robert Harary, P.E.  
 Title: Director of Public Works  
 Address: P.O. Box CC, Carmel, CA 93921  
 Telephone: (831) 620-2021  
 Email: rharary@ci.carmel.ca.us

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

Name: Andre Jadkowski, P.E.  
 Title: Project Manager/Principal  
 Address: 501 Canal Boulevard, Suite I, Richmond, CA 94804  
 Telephone: (510) 215-3620  
 Email: ajadkowski@ncenet.com

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

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") during the performance of this Agreement. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or sole negligence or willful misconduct of such Indemnitee. In no event shall the cost of Consultant to defend, indemnify and hold harmless exceed the Consultant's proportionate percentage of fault.

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

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

In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

## 7. **INSURANCE**

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.



- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
- i. All insurance required under this Agreement must be written by an insurance company either:
    - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
    - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
  - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
  - iii. The general liability and auto policies shall:
    - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
    - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.
    - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
    - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
  - iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance,

shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

## **8. PERFORMANCE STANDARDS**

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

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

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof provided that any use not within the purposes intended by this Agreement shall be at City's sole risk. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright

related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

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

## 12. CONFLICT OF INTEREST

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

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

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

### 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally

by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute shall be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

#### 14. TERMINATION OF AGREEMENT

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

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

## 15. LEGAL ACTION / VENUE

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

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into



this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest**. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Richard Rerig

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant Legal Company Name

**ATTEST:**

By: \_\_\_\_\_  
Britt Avrit, MMC, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brian A. Pierik, ESQ., City Attorney

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

- Exhibit "A" Scope of Services, including Key Personnel
- Exhibit "B" Fee Schedule
- Exhibit "C" Project Schedule

## Exhibit A

### SCENIC PATHWAY RENOVATION PROJECT, SCOPE OF WORK

#### **PROJECT UNDERSTANDING:**

Based on your comments on the Scope of Work included in your email dated 11-7-19 and our phone call on 11-14-19, NCE understands the extent, goals and criteria for the Scenic Pathway Renovation Project to include the following:

- The Scenic Pathway runs along Scenic Road in Carmel-by-the-Sea, between Eighth Avenue and Martin Way, for approximately 0.6 miles.
- Pathway elements have been deteriorating for years and the City would like to create an approach to renovating the Pathway that will balance durable, low-maintenance trail elements with the natural, scenic beauty of the area.
- The Pathway requires constant maintenance and repairs that are no longer sustainable.
- The Pathway will be renovated per the City's and State of California standards, with materials and finishes like those existing along the Pathway.
- NCE will provide Civil Engineering, Landscape Architectural, Irrigation, Surveying and Community Engagement Services for the Schematic Design of the entire Pathway. The preparation of Construction Documents (PS&E) will be limited to a one block Pilot Project.
- The City would like to construct a Pilot Project of approximately one block length in a location to be determined to provide the community with the opportunity to provide feedback and adjust the design concepts for the Pilot Project and remaining portions of the Pathway. Completing the remaining portion of project which will be under an amendment to this Professional Services Agreement
- Community input and authentic engagement is considered critical for this project. The City would like to create a community engagement process that respectfully gathers community input, facilitates the resolution of divergent positions, and effectively addresses concerns and integrates the community's preferences.
- The community may not tolerate an entirely new trail theme, nor a trail comprised of unnatural materials (i.e., concrete).
- ADA compliance will be focused on the existing curbs ramps and pathway, including a review of some of the existing ADA parking spaces to determine the feasibility of reconstructing the spaces to make them ADA compliant or relocating the ADA Ramps and parking spaces
- As part of the community engagement process the City would like to present the community with a range of options for the Themes, Activities and Materials of the Pathway prior to developing a concise plan for the renovation of the Pathway.
- Approval of the Schematic Landscape Master Plan and Pilot Project plans will require review and approval by the City's Forest and Beach Commission, Planning Commission and the City Council.

#### **SCOPE OF WORK:**

##### **Task 1: Kick-off Meeting, Project Coordination, Management and QA/QC**

The NCE Landscape Design Team will conduct a limited review of prior landscape plans, original construction documents and site conditions.

The NCE team will conduct a detailed Site Analysis that will document all the major factors impacting the site including pedestrian circulation, types of activities along the Pathway, existing structures, signage, formal and informal paths, barriers, irrigation system controls, trash and recycling enclosures, transitions at top of beach access stairs, environmental factors such as wind, sun, rain, climate change and existing landscape features such as trees and plantings. NCE will coordinate with the irrigation consultant Russell D. Mitchell Associates to undertake a review of the existing irrigation system and prepare a written summary of their findings.

Based on our phone call on 11-14-19, it is NCE's understanding that the City will provide the field survey and topographic mapping in AutoCAD 3D (2018 version) during this Task and prior to the start of our conceptual design. NCE will coordinate with the City's surveyor to identify the existing site features, the utilities, the boundaries, the horizontal and vertical dimensions and method of documentation that NCE will need to be included in the survey.

**DELIVERABLES:**

- Site Analysis in graphic format
- Inventory of existing site elements with photos
- Report on condition of existing irrigation system

**Task 3: Conceptual Design: Definition of Conceptual Themes, Activities and Materials**

Prior to the preparation of the Draft Schematic Master Plan and based on input from staff and the stakeholder interviews, NCE will create a list of options for the Theme, Activities and Materials that will be used to guide the creation of a Schematic Master Plan. During the Pop-up and On-line Survey, the community will be able to rank their preferences for these elements. For example, the theme of the Pathway could be natural, rustic or structured, activities could range from jogging, dog walking or site seeing, and materials could range from decomposed granite to flagstone, wood, stone and/or metal. The choices of Themes, Activities and Materials will be placed on large format drawings and will include images and descriptions of the choices.

As part of this process NCE will create a matrix that will evaluate the opportunities and constraints of the Themes, Activities and Materials. Criteria used to evaluate the options will focus on cost, durability, aesthetics and sensitivity to the existing site.

NCE will present a draft of the Themes, Activities and Materials for the City's review prior to the Pop-up and On-line Survey. NCE will revise the presentation boards for the Pop-up and On-line Survey to reflect the City's comments.

**DELIVERABLES:**

A Pop-up event will be staged at the Scenic Pathway for the community and visitors to learn what the current issues are with the Pathway and what the range of options, presented as design themes, are for renovation. We envision the event to include two Pop-up locations, to capture diverse input from residents and an area more utilized by visitors. This format offers flexibility, enabling community members and others to participate, while enjoying time along the Pathway and beach. It also allows community members and others to participate no matter how much time they have. Participants could visit a series of stations related to the project and be invited to provide comments, voice concerns, and ask questions on the material presented.

Input from the event will be summarized and provided to the City for review. It is assumed that the City will provide the equipment (tent, tables, food) and staff, and NCE will provide the presentation and input materials and staff for each location.

**DELIVERABLES:**

- Themes, Activities and Materials Boards for Pop-up in print format
- Community Engagement Memorandum – New section summarizing community preferences

**Task 4.4 Public Workshop**

NCE will present the outreach process and Draft Schematic Landscape Master Plan as described in Task 5 in a Public Workshop. Participants will have an opportunity to view the presentation boards of the Draft Schematic Landscape Master Plan, comment on the Plan and rank their preferences for elements of the Plan.

Comments from the Workshop will be summarized and considered by staff and the design team prior to the completing the Final Schematic Landscape Master Plan.

**DELIVERABLES:**

- Draft Schematic Landscape Master Plan in print format
- Presentation and Workshop Materials
- Community Engagement Memorandum – New section summarizing the community's preferences and comments

**Task 4.5 Presentation to Forest and Beach Commission**

NCE will present the outreach process and Draft Schematic Landscape Master Plan as described in Task 5 to the Forest and Beach Commission. Commissioners will have an opportunity to view the presentation boards of the Draft Schematic Landscape Master Plan and comment on the plan. Commissioners will also be provided with the comments received from the Public Workshop and ~~presented~~ On-line Survey.

Comments from the Commission meeting, public outreach and On-line Survey will be summarized and considered by staff and the design team prior to the completing the Final Schematic Landscape Master Plan.

## Task 6: Construction Documents for the Pilot Project

### Task 6.1 Design Development (35% Construction Plans and Cost Estimate)

Upon the City's authorization to commence Design Development, NCE shall prepare plans for the one block Pilot Project that will indicate the relative location, surface elevation, types and extent of pedestrian pavements, site furnishings, railings, plantings, materials and finishes, planting palette, irrigation and lighting approach. Exact location of the Pilot Project to be determined in coordination with City Staff. Drawings will be drafted in digital format using AutoCAD and printed at 1" =10'-0". NCE will prepare the following drawings:

- Demolition Plans
- Landscape and Civil Layout and Materials Plans
- Grading Plans
- Planting Plans and Plant Palette
- Prototypical Details
- Irrigated Areas Plan prepared by Russell D. Mitchell Associates

#### **DELIVERABLES:**

- 35% Construction Plans (Design Development)
- 35% Cost Estimate

### Task 6.2 90% Construction Plans, Specifications and Cost Estimates

Upon receipt of the City's comments on the 35% plans, NCE shall prepare 90% plans that indicate the precise location, surface elevation, grading and drainage, types and extent of pedestrian pavements, site furnishings, railings, plantings, materials and finishes, planting palette, irrigation equipment and prototypical Landscape and Civil Sections and details. Drawings will be drafted in digital format using AutoCAD and printed at 1" =10'-0". NCE will prepare the following drawings:

- Demolition Plans
- Landscape and Civil Layout and Materials Plans
- Erosion Control Plan
- Grading Plans
- Planting Plans and Plant Palette
- Prototypical Landscape and Civil Sections and Details
- Irrigation Plan and Equipment Schedule Title & Notes Sheets

Technical Specifications: NCE will prepare technical specifications for the Construction Plans in CSI format. The City will prepare the front-end contract and bid proposal documents and General Conditions. NCE to provide estimated bid quantities and bid item descriptions for the bid proposal documents.

## Task 9: Construction Support Services

NCE shall provide the City with construction support services for the Pilot Project only as follows:

- Attend a pre-construction conference
- Review contractor submittals and shop drawings (assume 10)
- Respond to Contractor Request for Information (RFI) (assume 10)
- Review Contractor Change Orders (assume 3) and prepare in City format
- NCE will only prepare and process change orders with the prior approval of the City
- Attend a final walk through and prepare a punch list
- Using the Contractor 'as-built' mark-ups revise NCE ACAD files for "As-built Conditions"

NCE shall attend two (2) site visits to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with NCE's design intent and construction documents. Based on its observations while at the site, NCE will keep the City informed of the progress of construction in writing.

NCE shall not be responsible for the construction means, methods, techniques, sequences or procedures, or job-site safety in connection with the work. NCE shall also not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

## Exclusions and Assumptions

Design of Scope Items shall not include:

- Presentations to any commissions, agencies, boards or citizens groups not identified in the Scope of Work
- Press conferences, publicity or mailings
- Structural engineering
- Construction plans for any required electrical engineering and/or site lighting circuitry (except as described in Task 6.1). (i.e. Electrical Consultant is not included)
- Design and detailing of subsurface drainage structures (i.e. bioretention) NCE assumes that bioretention will not be required due to the size of the Pilot Project.
- Utility Design
- Geotechnical Investigations of existing pathway
- Geotechnical Engineering for pavement design or footings for structures
- CEQA/NEPA and Environmental Services
- Arborist Reports, Investigations or Recommendations
- Permitting (except as described in Task 7)
- Surveying and Topographic Mapping (City shall provide to NCE)

If the above excluded services and scope items are required, NCE can provide a separate scope and fee proposal to provide them.

**City of Carmel by the Sea**  
**Scenic Pathway Renovation Project**  
**Fee Estimate**  
**November 18th, 2019**

Task Description	Labor Hours										Total Cost
	Principal Engineer	QC/QA Manager	Project Manager Landscape Architect	Senior Engineer	Public Engagement Specialist	Staff Engineer	CAD Technician	Client	Labor Expenses	Russel Mitchell Irrigation Design	
Rate	\$260	\$260	\$210	\$180	\$210	\$135	\$110	\$80			
1.1 Kick-off Meeting	4		4		4				\$ 2,720		\$ 2,720
1.2 Project Coordination			24		4				\$ 5,880		\$ 5,880
1.3 Project Management	8		16						\$ 5,440		\$ 5,440
1.4 QA/QC		8							\$ 2,080		\$ 2,080
2.0 Data Gathering, Irrigation Systems Report, Field Investigation and Site Analysis	1		20			20			\$ 7,160	\$ 1,200	\$ 200 \$ 8,160
3.0 Conceptual Design: Definition of Conceptual Themes, Activities & Materials			24						\$ 5,040		\$ 5,240
4.1 Stakeholder Analysis, Issues /Interests ID, Engage Plan					24		2		\$ 5,200		\$ 5,200
4.2 Online Survey			8		4				\$ 2,520		\$ 2,520
4.3 Pop-Up Event			8		8		2		\$ 3,520		\$ 3,920
4.4 Public Workshop			8		8		2		\$ 3,520		\$ 4,020
4.5 Presentation to Forest and Beach Commission			8						\$ 1,680		\$ 2,180
5.1 Preparation of Draft Schematic Landscape Master Plan	1		12				8		\$ 3,660		\$ 4,160
5.2 Preparation of Final Schematic Landscape Master Plan	1		12				8		\$ 3,660		\$ 4,160
5.3 Presentation of Final Schematic Landscape Master Plan			8						\$ 1,680		\$ 1,880
6.1 Design Development (35% Plans and Cost Estimate)	2		24			40	40		\$ 15,360		\$ 15,360
6.2 90% Construction Plans, Specifications and Cost Estimates	2		32			40	40		\$ 17,040	\$ 2,850	\$ 19,890
6.3 100% Construction Plans, Specifications and Cost Estimates	2		32			40	40		\$ 17,040	\$ 1,000	\$ 18,190
7.1 Coastal Commission Permitting Assistance			8						\$ 1,680		\$ 1,680
8.1 Bidding	1		2						\$ 680		\$ 680
9.1 Construction Support Services	2		24						\$ 5,560	\$ 1,885	\$ 1,000 \$ 8,445
sub total	24	8	274	0	52	140	136	6	\$111,120.00	\$6,935.00	\$4,150.00 \$122,205.00
mark-up (10%)										\$693.50	\$693.50
contingency											\$ 10,000
Grand Total									\$7,628.50	\$4,150.00	\$132,898.50





## FORM G – HOURLY RATE SHEET

No.	Key Personnel for Scenic Pathway Renovation Project	Role	Fully Burdened Hourly Rates		
			2020	2021 *	2022 *
1.	André Jadcowski, PE	Project Manager/ Principal	\$260	\$260	\$260
2.	J. Ryan Shafer, PE, GE	QC Manager/ Principal	\$260	\$260	\$260
3.	Matthew Gaber, LA	Principal Landscape Architect	\$210	\$210	\$210
4.	Gail Ervin, PhD	Principal Public Engagement Specialist	\$210	\$210	\$210
5.	Sumer Alsatarwah, EIT	Staff Engineer	\$135	\$135	\$135
6.	Ezekial (Zeke) Humphrey , EIT	Staff Engineer	\$135	\$135	\$135
No.	Other Staff (or Classifications)	Role	2019		
			2020	2021 *	2022 *
11.	Senior Engineer		\$180	\$180	\$180
12.	CAD Designer		\$125	\$125	\$125
13.	CAD Technician		\$110	\$110	\$110
14.	Project Administrator		\$100	\$100	\$100
15.	Clerical		\$80	\$80	\$80

Does your firm's fully burdened hourly rates include the following?

Software	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Vehicles	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Phone / Cell	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Printing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Mileage	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Postage/Courier	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

\* Note: For the benefit of the City, we propose to use our 2019 Schedule of Charges without escalation for the 3 year duration of the On-Call service agreement.

AJ

**Please initial here to acknowledge that markups from subconsultants and other direct costs shall not exceed 10.0%**

**RUSSELL D MITCHELL ASSOCIATES, INC.**

2760 Camino Diablo  
Walnut Creek, California 94597

Phone (925) 939-3985  
Fax (925) 932-5671

**RMA**

November 18, 2019

NCE  
501 Canal Blvd. Suite I  
Pt. Richmond, CA 94804  
Attn: Matthew S. Gaber

Re: Carmel by the Sea Scenic Trail - Phase 1

Dear Matthew,

Thank you for the opportunity to provide you with a proposal for irrigation design services. Regarding the above referenced project, please find our irrigation design service descriptions and the fee associated. All irrigation drawings will be documented in a cad drafted format, and in conformance with local water conservation ordinance requirements. The service descriptions are as follows:

1. 90% Construction Documentation:

Our scope of work will include:

- A. Refine mainline layout and remote control valve locations.
- B. Layout of all irrigation sprinklers, drip line and bubblers.
- C. Valving of planting zones based on plant type, slope and exposure.
- D. Lateral piping of valves to sprinklers, bubblers and drip irrigation.
- E. Refine legend, notes, and details.
- F. Irrigation Specifications.
- G. Refine water use calculations per local and state ordinance.

2. 100% Construction Documentation:

Our scope of work will include:

- A. Revise irrigation drawings to conform to any minor changes.
- B. Sizing of lateral lines.
- C. Finalize legend, notes, and details.
- D. Finalize specifications.
- E. Finalize water use calculations per local and state ordinance.

3. Construction Administration (if required):

Our scope of work could include the following:

- A. Post-construction observation:
  - a. Inspection of entire irrigation system under operation (each zone) to verify if it has been installed per plans.
  - b. Create a report of findings and corrections required.
  - c. Construction observation is billed on a time and materials basis not to exceed amount shown.

NCE  
Re: Carmel by the Sea Scenic Trail – Phase 1

November 18, 2019  
Page 3 of 3

Respectfully Submitted,

RUSSELL D. MITCHELL & ASSOCIATES, INC.



Jose L. Cruz; ASIC

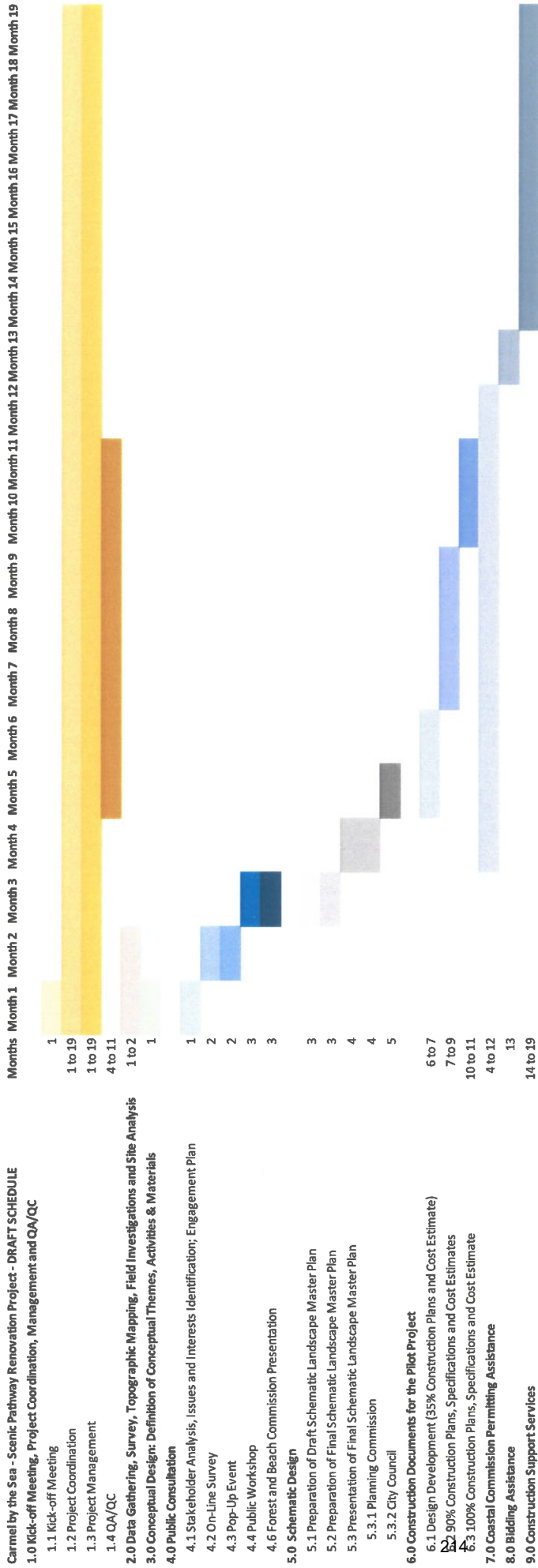
Proposal accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Job#: \_\_\_\_\_

(Please email or fax back a signed copy.)

"A verbal or email consent to proceed sent to RMA implies the fee proposal and its terms are approved."

# EXHIBIT C





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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Agnes Martelet, Manager, Environmental Compliance
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-089, authorizing the City Administrator to Execute a 3-year Professional Services Agreement with Applied Marine Sciences for Microbial and Copper Source Tracking to meet State Requirements for Areas of Special Biological Significance.

## RECOMMENDATION:

Adopt Resolution 2019-089 authorizing the City Administrator to execute a 3-year Professional Services Agreement with Applied Marine Sciences, for a not-to-exceed amount of \$84,168, to conduct microbial and copper source tracking to meet State requirements for Areas of Special Biological Significance.

## BACKGROUND/SUMMARY:

The State Water Resources Control Board has designated 34 regions of the coastal ocean in California as being "Areas of Special Biological Significance" (ASBS). These areas require special protections of species and habitats through monitoring of discharges, including storm water runoff, into the ocean. The discharges must be in compliance with water quality objectives according to the California Ocean Plan.

ASBS requirements for the City are included in the City's municipal stormwater NPDES General Permit. ASBS requirements mandate monitoring at the City's regulated outfalls. Prior water quality testing documented exceedances for copper and Enterococcus (fecal matter bacteria). In 2016, the City submitted a Compliance Plan and Exceedance Report to the State to address these pollutants.

In 2018 and 2019, the City conducted additional water quality monitoring to determine the potential sources of Enterococcus and copper. Samples from the watershed, storm drain, and receiving water were analyzed to quantify human, dog, raccoon, and bird waste sources in the watershed runoff and determine the extent to which high bacteria levels are due to human activities or wildlife sources. Samples were also analyzed for copper to determine primary copper sources and to improve management practices to reduce copper concentrations. This sampling confirmed the presence of human waste sources in the watershed as well as higher levels of particulate copper in larger storms.

In October 2019, the City submitted a Compliance Plan Update to the State. The Compliance Plan Update includes three additional years of microbial and copper source tracking in the watershed to confirm the

results of the past two sampling events, to further determine potential sources of bacteria, and to determine if management activities help reduce pollutants of concern in watershed runoff.

The City will be working with Applied Marine Sciences to conduct this monitoring on a sole source basis. Carmel Municipal Code Section 3.12.140 D allows for dispensing of the bid procedures when “a professional service, such as that of an attorney, accountant, architect, or specialized consultant, involves a specialized knowledge or personal skill.” Applied Marine Sciences has specialized knowledge and experience with ASBS requirements as they conducted regional monitoring and extensive reporting for multiple local municipalities in 2013 through 2016. Applied Marine Sciences also conducted ASBS sampling and reporting for the City in 2018 and 2019. In addition, Applied Marine Sciences has specific experience with the specialized laboratory testing methods for source tracking of bacteria.

This Agreement with Applied Marine Sciences will fulfill the 3-year monitoring requirements of the City’s ASBS Compliance Plan and provide invaluable information for source identification and management options to reduce pollutants in the City’s storm runoff.

**FISCAL IMPACT:**

The total authorization for this Agreement will not exceed \$84,168. Source tracking performed under this Agreement will be charged to the Public Works Environmental Compliance Division operating budget under contract services Account No. 101-119-43-42001. This fiscal year’s source tracking (\$27,744) has been budgeted in this account. Future years’ source tracking (\$27,888 and \$28,536 respectively) will need to be included in the FY 2020/21 and FY 2021/22 operating budgets.

**PRIOR CITY COUNCIL ACTION:**

None

**ATTACHMENTS:**

Resolution 2019-089 PSA with Applied Marine Sciences  
Attachment No. 2: Professional Services Agreement with Applied Marine Sciences for Microbial and Copper Source Tracking

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

**RESOLUTION NO. 2019-089**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A 3-YEAR PROFESSIONAL SERVICES AGREEMENT WITH APPLIED MARINE SCIENCES, FOR A NOT-TO-EXCEED AMOUNT OF \$84,168, TO CONDUCT MICROBIAL AND COPPER SOURCE TRACKING TO MEET STATE REQUIREMENTS FOR AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE**

WHEREAS, Carmel Bay was designated as an Area of Special Biological Significance by the State Water Resources Control Board in 1975; and

WHEREAS, Areas of Special Biological Significance require special protections of species and habitats through monitoring of discharges, including storm water runoff, into the ocean; and

WHEREAS, water quality monitoring conducted at the City's regulated outfall documented exceedances for copper and Enterococcus; and

WHEREAS, the City submitted a Compliance Plan Update in October 2019 that includes three years of microbial and copper source tracking in the watershed to confirm the results prior sampling events, to determine potential sources of bacteria, and to determine if management activities help reduce pollutants of concern in watershed runoff; and

WHEREAS, Applied Marine Sciences has specialized knowledge and experience with ASBS requirements as they conducted regional monitoring and extensive reporting for multiple local municipalities in 2013 through 2016, as well as sampling and reporting for the City in 2018 and 2019; and

WHEREAS, this Agreement with Applied Marine Sciences will fulfill the 3-year monitoring requirements of the City's ASBS Compliance Plan and provide invaluable information for source identification and management options to reduce pollutants in the City's storm runoff.

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

Authorize the City Administrator to execute a Professional Services Agreement with Applied Marine Sciences, for a not-to-exceed amount of \$84,168, to conduct microbial and copper source tracking over the next three years to meet state requirements for Areas of Special Biological Significance.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-  
THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

---

Dave Potter  
Mayor

---

Britt Avrit, MMC  
City Clerk



**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**Microbial and Copper Source Tracking: From Watershed to the Ocean**  
**Agreement #**

**THIS AGREEMENT** is executed this \_\_\_\_ day of December, 2019, by and between the CITY of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Applied Marine Sciences, (hereinafter "Consultant"), collectively referred to herein as the "parties".

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

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

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

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

**1. SERVICES**

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: in accordance with the requirements of the City's Area of Special Biological Significance (ASBS) designation, the objective of this project is to conduct follow-up wet weather monitoring for a three-year period in the watershed of the City's 4<sup>th</sup> Avenue outfall to better determine sources of high fecal indicator bacteria (FIBs) and copper, which will help inform management practices to reduce these sources. This project will consist of: (A) conducting microbial source tracking to evaluate the presence and sources of anthropogenic FIBs (i.e., from humans or their domestic animals) in storm runoff from the City's regulated outfall at 4<sup>th</sup> Avenue and ocean waters, (B) determining the relative importance of wildlife as sources of FIBs, (C) confirming the dissolved versus particulate fractions of copper in storm runoff to better inform management practices, and (D) determining if any changes in FIB or copper concentrations occur as a result of implementation of management practices. The Scope of Services also includes the services described in Exhibit "A" attached hereto. The Scope of Services under this Agreement shall include, but not be limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.
- B. **Change Orders**. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the

Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed **Eighty-Four Thousand One Hundred Sixty-Eight Dollars (\$84,168.00)**. Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;

- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

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

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

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

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

solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence by December 15, 2019 and shall be completed by August 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant

shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

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

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

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

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

## 5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Agnes Martelet  
 Title: Environmental Compliance Manager  
 Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921  
 Telephone: 831-620-2078  
 Email: [amartelet@ci.carmel.ca.us](mailto:amartelet@ci.carmel.ca.us)

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

Name: Dane Hardin  
 Title: Principal  
 Address: 911 Center Street, Santa Cruz, CA 95060  
 Telephone: 831-426-6326  
 Email: [hardin@amarine.com](mailto:hardin@amarine.com)

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

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

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

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

In no event shall the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782 and 2782.6.

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. **Commercial General Liability Insurance** including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a

combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
  - i. All insurance required under this Agreement must be written by an insurance company either:
    - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
    - or
    - 2. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
  - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
  - iii. The general liability and auto policies shall:
    - 1. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
    - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.
    - 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.



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

## **8. PERFORMANCE STANDARDS**

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of

any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

## 9. CITY INFORMATION AND RESOURCES

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

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

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

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

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

## 12. CONFLICT OF INTEREST

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

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

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

## 13. DISPUTE RESOLUTION

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

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

#### 14. TERMINATION OF AGREEMENT

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

Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

## 15. LEGAL ACTION / VENUE

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

## 16. MISCELLANEOUS PROVISIONS

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

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

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

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



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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Richard Rerig

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant Legal Company Name

**ATTEST:**

By: \_\_\_\_\_  
Britt Avrit, MMC, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brian Pierik, ESQ., City Attorney

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

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

## EXHIBIT A - SCOPE OF WORK

### Background

The State Water Resources Control Board (SWRCB) has designated 34 different regions of the coastal ocean in California as being “Areas of Special Biological Significance” (ASBS). These areas require protections of species and biological communities through monitoring of discharges, including storm water runoff, into the ocean. The discharges must be in compliance with water quality objectives according to the California Ocean Plan.

ASBS requirements for the City of Carmel-by-the-Sea are included in the City’s municipal stormwater NPDES General Permit as Attachment C. ASBS requirements mandate monitoring at the City’s regulated outfall (4th Avenue), as described in Section IV of Attachment C. The mandated water quality monitoring, which was conducted in 2013-2016 as a Regional Program by Applied Marine Sciences (AMS), documented evidence of exceedance for Copper and *Enterococcus*. If exceedances of these objectives occur, corrections must be proposed and implemented in accordance with a Compliance Plan and Exceedance Report. The City submitted a Compliance Plan and Exceedance Report to the State in September and October of 2016, and an updated compliance plan in October of 2019.

### Problem Statement

#### Fecal Indicator Bacteria

One focus of the ASBS special protections is on reductions in fecal indicator bacteria (FIBs) associated with human waste sources. The SWRCB has emphasized that rather than FIBs in the outfall (end-of-pipe), the compliance endpoint is receiving water quality. This presents a number of problems, one of which is that an unknown fraction of the FIBs measured in ocean water may well be due to non-human fecal sources, including wildlife. In addition, bacteria endemic to ocean water may cross-react with the measurement methods used to determine FIBs from human sources (Boehm et al. 2013). Regional Water Board staff has stated that dischargers will not be responsible for reducing FIBs associated with wildlife. As a result, the objective of this project is to determine whether FIBs in storm runoff and ocean receiving waters have anthropogenic sources (i.e., from humans or their domestic animals), and if so, trace those anthropogenic sources into the watershed. A secondary objective is to examine the potential background concentrations of FIBs in ocean receiving waters associated with wildlife that are in close contact with ocean water.

Sampling conducted during the 2018 and 2019 wet seasons demonstrated that *Enterococcus* abundances measured in receiving waters continued to exceed the Ocean Plan single sample maximum. The receiving water exceedances were primarily associated with bird waste during lower intensity storms and with both bird and human waste during higher intensity storms. The human signal was traced to the 4<sup>th</sup> Avenue watershed in Carmel.

#### Copper

Sampling during the 2013-2016 regional monitoring program found instances when Ocean Plan objectives for copper were exceeded in receiving water at the 4<sup>th</sup> Avenue stormwater discharge. Subsequent sampling has also found Ocean Plan exceedances for copper at this location, with different concentrations in the runoff from subwatersheds draining into this discharge, with varying percentages of the copper found in dissolved and particulate fractions. In order to evaluate the extent to which the copper in storm runoff is associated with geologic sources, rather than anthropogenic sources, measurements of several trace metals will enable comparisons between sites and storms for ratios between copper and other trace metals. Moreover, sampling

for copper will be conducted in ocean receiving water, in order to determine whether exceedances occur of the Ocean Plan single sample maximum for copper.

## Approach

**Task 1A, 2A, 3A:** Our approach for the next three storm seasons (2020 – 2022) will be to pinpoint the origin of the human waste signal within the 4<sup>th</sup> Avenue watershed. Last season an outfall draining a larger portion of the watershed, labeled watershed\_2 outfall (WS2), was sampled together with an outfall draining a smaller subsection of the watershed, labeled watershed\_3 outfall (WS3). During the last storm season, the WS3 outfall had the highest human waste signal therefore sampling for the coming storm season will focus on that portion of the watershed. Two drainage points directly upstream of WS3 will be sampled together with WS3, as well as the 4<sup>th</sup> avenue storm drain water, and the receiving water. The WS2 outfall will also be sampled. In the following storm seasons, fewer watershed samples will be collected if we are successful in locating the source of the human waste infiltration. Samples will be analyzed in order to:

- 1) Quantify the importance of human, dog, raccoon, and bird waste sources in the water running off the watershed and into the storm drains. This will permit an assessment of the extent to which high FIBs are due to human activities or wildlife sources throughout the watershed.
- 2) Enumerate *Enterococcus* to examine whether relatively high concentrations of *Enterococcus* in the watershed samples correlate with strong human qPCR signals.
- 3) Quantify human, dog, raccoon, and bird fecal matter sources in receiving waters using qPCR and compare this with enumerations of *Enterococcus* using membrane filtration to tease out the proportion of the FIB signal that is associated with anthropogenic versus wildlife waste. This task will help determine the extent to which anthropogenic FIBs in stormwater are responsible for exceedances in the receiving water.
- 4) Confirm the dissolved versus particulate fractions of copper in storm runoff as well as in receiving water. Water samples will be split, with one portion of whole water being analyzed by inductively coupled plasma mass spectrometry and the other portion being filtered under ultra-clean conditions to produce a particulate fraction that will be analyzed with standard atomic absorption techniques. The concentration in the dissolved fraction will be determined by the difference between the total concentration and the dissolved concentration. The results of this task will be used to inform considerations of management practices to either reduce dissolved or particle-associated copper from storm runoff.

**Task 1B, 2B, 3B:** Annual reports will be submitted following each storm season. These reports will be complete, stand-alone documents that include results for the most recent season, as well as synthesis of all previous data, as relevant.

## Laboratory Analysis

For each sample collected, up to six analyses will be run. These include the human waste qPCR, dog waste qPCR, raccoon waste qPCR, bird waste qPCR, membrane filtration followed by *Enterococcus* culturing and enumeration (*Enterococcus* MF), and trace metal (TM) analyses. The *Enterococcus* MF will be performed by the City of Santa Cruz laboratory. The qPCR analyses will be performed by Cel Analytical. The TM analysis, performed by Physis Laboratory, will include total and dissolved trace metal quantification. The budget for three consecutive storm seasons with two sampling events for each season is presented in EXHIBIT B.

**Key Personnel**

<b>Name</b>	<b>Phone</b>	<b>Email</b>	<b>Address</b>
Mine Berg, AMS Senior Scientist	(925) 273 7087 (650) 963 6560	berg@amarine.com	Applied Marine Sciences, 911 Center Street, Santa Cruz
Dane Hardin, AMS Project Manager	(831) 426 6326	hardin@amarine.com	Applied Marine Sciences, 911 Center Street, Santa Cruz
Yeggie Dearborn, Cel Analytical	(415) 882-1690	yeggie@celanalytical.com	Cel Analytical, 82 Mary Street Ste 2, San Francisco
Akin Babatola	(831) 420-6045	ababatola@cityofsantacruz.com	City of Santa Cruz Public Works Laboratory 110 California Street, Santa Cruz

## EXHIBIT B - FEE SCHEDULE

Cost Element	Source	Units per Event	Cost per Unit (\$)	Cost per Event (\$)	Events per Year	Cost per Year (\$)
<b>Task 1A: First Year Storm Event Sampling and Lab Analyses</b>						
Project Manager	AMS	2	206	412	2	824
Senior Scientist	AMS	10	145	1450	2	2900
Scientist	AMS	16	98	1568	2	3136
Administrator	AMS	2	100	200	2	400
Supplies	AMS	1	50	50	2	100
Mileage	AMS	150	0.545	81.75	2	163.5
Shipping	FedEx	1	300	300	2	600
Enterococcus MF	Santa Cruz City	7	42	294	2	588
Human qPCR	Cel Analytical	7	125	875	2	1750
Dog qPCR	Cel Analytical	5	125	625	2	1250
Bird qPCR	Cel Analytical	5	125	625	2	1250
Raccoon qPCR	Cel Analytical	5	125	625	2	1250
Filtration qPCR	Cel Analytical	7	14	98	2	196
Trace Metals (Freshwater)	Physis Laboratory	5	200	1000	2	2000
Trace Metals (Saltwater)	Physis Laboratory	1	450	450	2	900
Markup for Direct Costs (10%)				502.4	2	1004.8
<b>Subtotal Task 1A</b>				<b>9,156</b>	<b>2</b>	<b>18,312</b>
<b>Task 1B: Data Analysis and Reporting</b>						
Project Manager	AMS	12	206			2472
Senior Scientist	AMS	48	145			6960
<b>Total Task 1</b>						<b>27,744</b>

Cost Element	Source	Units per Event	Cost per Unit (\$)	Cost per Event (\$)	Events per Year	Attachment 2 Cost per Year (\$)
<b>Task 2A: Second Year Storm Event Sampling and Lab Analyses</b>						
Project Manager	AMS	2	210	420	2	840
Senior Scientist	AMS	10	152	1520	2	3040
Scientist	AMS	16	102	1632	2	3264
Administrator	AMS	2	105	210	2	420
Supplies	AMS	1	50	50	2	100
Mileage	AMS	150	0.545	81.75	2	163.5
Shipping	FedEx	1	300	300	2	600
Enterococcus MF	Santa Cruz City	5	45	225	2	450
Human qPCR	Cel Analytical	5	150	750	2	1500
Dog qPCR	Cel Analytical	5	150	750	2	1500
Bird qPCR	Cel Analytical	5	150	750	2	1500
Raccoon qPCR	Cel Analytical	5	150	750	2	1500
Filtration qPCR	Cel Analytical	5	14	70	2	140
Trace Metals (Freshwater)	Physis Laboratory	3	200	600	2	1200
Trace Metals (Saltwater)	Physis Laboratory	1	450	450	2	900
Markup for Direct Costs (10%)				477.7	2	955.4
<b>Subtotal Task 2A</b>				<b>9,036</b>		<b>18,072</b>
<b>Task 2B: Data Analysis and Reporting</b>						
Project Manager	AMS	12	210			2520
Senior Scientist	AMS	48	152			7296
<b>Total Task 2</b>						<b>27,888</b>

Cost Element	Source	Units per Event	Cost per Unit (\$)	Cost per Event (\$)	Events per Year	Attachment 2 Cost per Year (\$)
<b>Task 3A: Third Year Storm Event Sampling and Lab Analyses</b>						
Project Manager	AMS	2	220	440	2	880
Senior Scientist	AMS	10	157	1570	2	3140
Scientist	AMS	16	106	1696	2	3392
Administrator	AMS	2	110	220	2	440
Supplies	AMS	1	50	50	2	100
Mileage	AMS	150	0.545	81.75	2	163.5
Shipping	FedEx	1	300	300	2	600
Enterococcus MF	Santa Cruz City	5	45	225	2	450
Human qPCR	Cel Analytical	5	150	750	2	1500
Dog qPCR	Cel Analytical	5	150	750	2	1500
Bird qPCR	Cel Analytical	5	150	750	2	1500
Raccoon qPCR	Cel Analytical	5	150	750	2	1500
Filtration qPCR	Cel Analytical	5	14	70	2	140
Trace Metals (Freshwater)	Physis Laboratory	3	200	600	2	1200
Trace Metals (Saltwater)	Physis Laboratory	1	450	450	2	900
Markup for Direct Costs (10%)				477.7	2.0	955.4
<b>Subtotal Task 3A</b>				<b>9,180</b>		<b>18,360</b>
<b>Task 3B: Data Analysis and Reporting</b>						
Project Manager	AMS	12	220			2640
Senior Scientist	AMS	48	157			7536
<b>Total Task 3</b>						<b>28,536</b>

# LABORATORY RATE SHEETS

## Physis

PHYSISAMS Stormwater Metals Scope of Work Mark Baker 1/6/19					
LABORATORY ANALYSIS AQUEOUS					
	Method	Unit	MDL	RL	Cost/sample
<b>Total Dissolved Metals in Freshwater</b>					
			1x250mL HDPE Sample Vol		\$#####00
Aluminum (Al)	EPA 200.8	µg/L	1.65	8.25	inc.
Antimony (Sb)	EPA 200.8	µg/L	0.03	0.15	inc.
Arsenic (As)	EPA 200.8	µg/L	0.05	0.16	inc.
Cadmium (Cd)	EPA 200.8	µg/L	0.01	0.02	inc.
Chromium (Cr)	EPA 200.8	µg/L	0.01	0.05	inc.
Copper (Cu)	EPA 200.8	µg/L	0.01	0.02	inc.
Iron (Fe)	EPA 200.8	µg/L	1.13	5.65	inc.
Lead (Pb)	EPA 200.8	µg/L	0.01	0.02	inc.
Manganese (Mn)	EPA 200.8	µg/L	0.01	0.01	inc.
Molybdenum (Mo)	EPA 200.8	µg/L	0.01	0.02	inc.
Nickel (Ni)	EPA 200.8	µg/L	0.01	0.04	inc.
Selenium (Se)	EPA 200.8	µg/L	0.02	0.07	inc.
Silver (Ag)	EPA 200.8	µg/L	0.01	0.02	inc.
Thallium (Tl)	EPA 200.8	µg/L	0.01	0.05	inc.
Tin (Sn)	EPA 200.8	µg/L	0.06	0.30	inc.
Vanadium (V)	EPA 200.8	µg/L	0.03	0.15	inc.
Zinc (Zn)	EPA 200.8	µg/L	0.02	0.07	inc.
<b>Total Dissolved Metals in Seawater</b>					
			1x1000mL HDPE Sample Vol		\$#####50
Aluminum (Al)	EPA 1640	µg/L	3	6	inc.
Antimony (Sb)	EPA 1640	µg/L	0.01	0.015	inc.
Arsenic (As)	EPA 1640	µg/L	0.005	0.015	inc.
Cadmium (Cd)	EPA 1640	µg/L	0.0025	0.005	inc.
Chromium (Cr)	EPA 1640	µg/L	0.0125	0.025	inc.
Copper (Cu)	EPA 1640	µg/L	0.005	0.01	inc.
Iron (Fe)	EPA 1640	µg/L	0.5	1	inc.
Lead (Pb)	EPA 1640	µg/L	0.0025	0.005	inc.
Manganese (Mn)	EPA 1640	µg/L	0.01	0.02	inc.
Molybdenum (Mo)	EPA 1640	µg/L	0.005	0.01	inc.
Nickel (Ni)	EPA 1640	µg/L	0.0025	0.005	inc.
Selenium (Se)	EPA 1640	µg/L	0.005	0.015	inc.
Silver (Ag)	EPA 1640	µg/L	0.01	0.02	inc.
Thallium (Tl)	EPA 1640	µg/L	0.005	0.01	inc.
Tin (Sn)	EPA 1640	µg/L	0.005	0.01	inc.
Vanadium (V)	EPA 1640	µg/L	0.02	0.04	inc.
Zinc (Zn)	EPA 1640	µg/L	0.0025	0.005	inc.
<b>Total Dissolved Mercury in Water</b>					
			1x250mL Amber Glass Sample Vol		\$#####5
OR:			1x500mL Amber Glass Sample Vol		
<b>Total Dissolved Mercury in Water</b>	EPA 1631E	ng/L	0.2	0.2	\$#####5
<b>SUPPORT SERVICES</b>					
SWAMP-Compatible Electronic Data Deliverable (EDD)		Per Report			\$#####0
CEDEN-Compatible Electronic Data Deliverable (EDD)		Per Report			\$#####0





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**COST PROPOSAL FOR HOST SPECIFIC BACTEROIDES ANALYSIS IN WASTE  
DISCHARGE**

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11/13/2019

Mine Berg  
Senior Oceanographer  
Applied Marine Sciences, Inc.  
911 Center Street, Suite A  
Santa Cruz, CA 95060  
Phone 831.426.6326  
[www.amarine.com](http://www.amarine.com)

**Reference: Quote ID# 8045 – Host Specific Bacteroides/Microbisaal Source Tracking Analysis  
in Stormwater Discharge**

**Dear Ms. Berg,**

Per your request, Cel Analytical Laboratories (CEL-A) has prepared this revised cost proposal for providing Microbial Source tracking analysis for 2019-2021. The test parameters will include:

- Human specific (HF183 marker) bacteroides enumeration by qPCR
- Dog specific (DogBact Marker) bacteroides enumeration by qPCR
- Avian marker (Lee Seagull or goose) bacteroides enumeration by qPCR
- E.Coli (uidA)\_raccoon source enumeration by qPCR

Cel Analytical Cost Proposal  
**Host Specific Bacteroides Analysis 2019-2021**  
 Applied Marine Sciences, Inc.

### I. Analytical costs based on standard turn around time of 7 to 10-days

The cost table below summarizes the unit and extended costs per analysis per event. It is our understanding that 14 samples will be analyzed for all markers; these costs will be fixed for duration of this project and includes sampling supplies and disposal fees.

**Analytical Cost Table**

Analyte	Method	Unit Price	Number of** samples	Extended Price
Sample filtration for DNA extraction (required)	EPA method B	\$ 14.00	14	\$196
Inhibition assay with Sketa primer/probes*	The California Microbial Source Identification Manual	\$ 65.00	14	\$ 910
Human specific bacteroides (HF183 marker) qPCR	The California Microbial Source Identification Manual	\$125.00	14	\$1,750
Dog specific bacteroides (DogBact Marker) qPCR	The California Microbial Source Identification Manual	\$125.00	14	\$1,750
Avian Marker (Seegull) qPCR	The California Microbial Source Identification Manual	\$125.00	14	\$1,750
Ecoli uidA Primer/probes	Published Peer review Paper	\$ 125.00	14	\$1,750
*Inhibition assay is a separate qPCR analysis that monitors the amplification of salmon sperm DNA as internal control in extraction and DNA amplification of samples. This analysis is usually bundled with Universal Bacteroides test. Since Universal marker is not being analyzed, it is highly recommended to include this assay prior to analysis of any individual marker to monitor for inhibition of DNA amplifications in environmental samples.				
** Field blank and or Field duplicate samples are not included in estimated # of samples.				

### II. QA/QC and Reporting

CEL-A's standard laboratory report includes the following laboratory quality control data:

- For standard bacteriological tests, a known quantity of positive and negative control organisms are spiked into reagent water or a sample duplicate at the time of analysis. Recovery of the spiked organism must be within an acceptable margin of error of the known result. For every 20 samples, a sample duplicate is performed.
- For qPCR/DNA amplification, testing is performed under sterile conditions following one way work flow protocols to prevent nucleic acid contamination of reagents, and the use of method specific control samples such as:
  - Laboratory Fortified Blank/Control sample (LCS) to demonstrate efficient recovery of bacteroids from spiked reagent blanks
  - No Template Control (NTC) samples to indicate possible cross-contamination
  - Standard curve samples prepared from *B. thetaiotaomicron* genomic DNA to provide quantitation and control inter-assay variability.

### III. Sampling supplies/ Sample Hold time

CEL-A will provide coolers, ice packs, and sampling bottles free of charge. The lab also provides chain of custody forms (COC's) and sampling labels for your convenience and quality assurance. Samples shall not exceed the hold times indicated in the table below.

# City of Santa Cruz Laboratory

**From:** Jennie Munster [jmunster@cityofsantacruz.com](mailto:jmunster@cityofsantacruz.com)  
**Subject:** RE: Enterococcus analysis  
**Date:** November 14, 2019 at 9:05 AM  
**To:** Mine Berg [berg@amarine.com](mailto:berg@amarine.com)  
**Cc:** Mohammad Karim [MKarim@cityofsantacruz.com](mailto:MKarim@cityofsantacruz.com)

JM

Hi Mine,

We can take your samples again at the same price.

Please coordinate with Mohammad with as much notice that you can.

I know the rain isn't always predictable but the sooner you can get the samples to the laboratory the better. 1pm is a preferred time constraint. I believe you were bringing 18 samples. Is that still the case? If they are the same samples as last time can you please check the previous report and try to keep the naming the same-to assist when we log the samples into our database.

I believe that covers everything. Let's hope we start to get some rain. I hear we might get some at the end of the month, which reminds me that the lab is closed Nov. 28 and 29, which also means we can't accept bacteria samples on Nov. 27th either. Also the week around Christmas and New Year's will have limited staff hours.

thanks-jennie

Jennie Munster, Ph.D.  
QA/QC Chemist  
Wastewater Treatment Facility  
City of Santa Cruz  
831-420-6040

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**From:** Mine Berg [<mailto:berg@amarine.com>]  
**Sent:** Wednesday, November 13, 2019 2:44 PM  
**To:** Jennie Munster  
**Subject:** Enterococcus analysis

Hi Jennie, I am writing you because stormwater sampling season is nearly upon us and I was wondering if we could drop off our samples for Enterococcus enumeration (by membrane filtration) at your laboratory as we have in the past? If so, I was wondering if your analysis still costs \$42 per sample or if it has changed? Please let me know, kindly, Mine

Senior Oceanographer, Principal  
[Applied Marine Sciences](#)  
911 Center Street, Suite A  
Santa Cruz, CA 95060  
Phone 925.273.7087  
[www.amarine.com](http://www.amarine.com)

## EXHIBIT C – PROJECT SCHEDULE

Task #	Task Name	% Funds spent	Task Timing	2020											
				1	2	3	4	5	6	7	8	9	10	11	12
1A	Storm 1 Sampling and Lab Analyses		Planned	■											
			Actual												
1A	Storm 2 Sampling and Lab Analyses		Planned	■											
			Actual												
1B	Results Analyses & Reporting		Planned					■							
			Actual												
				2021											
				1	2	3	4	5	6	7	8	9	10	11	12
2A	Storm 1 Sampling and Lab Analyses		Planned	■											
			Actual												
2A	Storm 2 Sampling and Lab Analyses		Planned	■											
			Actual												
2B	Results Analyses & Reporting		Planned					■							
			Actual												
				2022											
				1	2	3	4	5	6	7	8	9	10	11	12
3A	Storm 1 Sampling and Lab Analyses		Planned	■											
			Actual												
3A	Storm 2 Sampling and Lab Analyses		Planned	■											
			Actual												
3B	Results Analyses & Reporting		Planned					■							
			Actual												



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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Paul Tomasi, Chief of Police & Director, Public Safety
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-090 authorizing the City Administrator to execute an agreement for the purchase of six emergency radios for the fire department as identified in the FY 2019/20 budget as a Capital Improvement.

### RECOMMENDATION:

Adopt Resolution 2019-090 authorizing the City Administrator to execute an agreement for the purchase of six emergency radios for the Fire Department as identified in the FY 2019/20 budget as a Capital Improvement.

### BACKGROUND/SUMMARY:

In March 2017, Council adopted resolution 2017-018 authorizing the City Administrator to enter into an agreement with the Cities of Monterey, Pacific Grove, Salinas, and the Aromas Tri-County Fire Protection District for the joint grant funded purchase of radios. The grant, which was written by the City of Monterey was an, Assistance to Firefighters Grant (AFG). The grant was specifically for the purchase of new radios for the listed fire agencies and included twenty-one new radios for Carmel Fire and Ambulance personnel. The grant was intended to fund 90% of the cost of the radio purchase leaving Carmel to fund \$22,110 for the purchase of the twenty-one radios.

In April 2018, Resolutions 2018-032-1 and 2018-033-2 were adopted after only a portion of the AFG grant was awarded. With the reduced amount awarded in the grant, Carmel was only required to pay \$15,965 for the purchase of fifteen radios. The reduced award and subsequent purchase of fifteen radios left the departments in need of six new radios. Resolution 2018-032-1 authorized the reduced amount and purchase of the fifteen radios. Resolution 2018-032-2, was authorization for the City Administrator to enter into an agreement with Monterey and subsequent fire agencies for an additional grant to fund the purchase or the six additional radios. In 2019, Carmel was advised that Monterey was unsuccessful in acquiring the second grant for the purchase of the remaining six radios.

As a part of the FY2019/20 operating budget a Capital Improvement Plan was adopted to fund the remaining purchase of the six radios to complete the total radio purchase for the Carmel Fire and Ambulance Department. The costs associated with the purchase of the six radios is estimated at \$60,000.

## **FISCAL IMPACT:**

The purchase of the six radios will be completed with funds available in the Vehicle and Equipment Replacement Fund. The Fund is a separate fund created for the purpose of both purchasing vehicles and equipment. The fund has enough money to complete the purchase.

## **PRIOR CITY COUNCIL ACTION:**

Resolution 2017-018 Authorizing the City Administrator to enter into an agreement with the Cities of Pacific Grove, Monterey, and Salinas, and the Aromas Tri-County Fire Protection District for the joint grant funded purchase of radios.

Resolution 2018-032-01 A resolution of the City Council of the City of Carmel-by-the-Sea authorizing a supplemental appropriation of \$21,293 to the fiscal year 2017-2018 adopted budget for the purchase of radios for the use by ambulance and fire responders.

Resolution 2018-032-02 A resolution of the City Council of the City of Carmel-by-the-Sea authorizing the City Administrator to enter into an agreement with the cities of Marina, Monterey, King City, Pacific Grove, and Salinas; The Aromas Tri-County Fire Protection District; The Mid Coast Fire Brigade; and The Big Sur Fire Brigade for the joint grant funded purchase of radios.

## **ATTACHMENTS:**

Resolution 2019-090 Emergency Radios purchase

Resolution 2017-018

Resolution 2018-032-1

Resolution 2018-032-2

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

**RESOLUTION NO. 2019-090**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SIX EMERGENCY RADIOS FOR THE FIRE DEPARTMENT AS IDENTIFIED IN THE FY 2019/20 BUDGET AS A CAPITAL IMPROVEMENT.**

WHEREAS, in 2017, the Council authorized the City Administrator to enter into an agreement with Monterey and other fire agencies in a grant opportunity to fund 90% of a radio project; and

WHEREAS, the grant was only partially funded leaving the department needing six additional radios to complete the inventory; and

WHEREAS, in 2018, the City authorized the City Administrator to enter into a second grant opportunity through Monterey and other fire agencies to fund the remaining six radios; and

WHEREAS, in 2019, the City was advised the second grant opportunity was not successful; and

WHEREAS, in the FY2019/20 operating budget a Capital Improvement Plan for the purchase of six radios totaling \$60,000 was adopted for the Fire and Ambulance Department.

WHEREAS; the Vehicle and Equipment Replacement fund will be used to fund the purchase of the radios.

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

Authorizes the City Administrator to execute an agreement for the purchase of six emergency radios for the fire department as identified in the FY2019/20 budget as a Capital Improvement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-  
THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Dave Potter  
Mayor

---

Britt Avrit, MMC  
City Clerk



CITY OF CARMEL-BY-THE-SEA  
CITY COUNCIL

RESOLUTION NO. 2017-018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CITIES OF PACIFIC GROVE, MONTEREY, AND SALINAS, AND THE AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT FOR THE JOINT GRANT FUNDED PURCHASE OF RADIOS**

WHEREAS, the City of Carmel-by-the-Sea is a participating agency on a Assistance to Firefighters Grant (AFG) regional grant application with the Cities of Pacific Grove, Monterey, and Salinas, and the Aromas Tri-County Fire Protection District; and

WHEREAS, the AFG application is to purchase mobile and portable radios for all participating agencies; and

WHEREAS, the AFG requires an MOU between all participating agencies in order to process the application; and

WHEREAS, the purchase of the radios upgrades the current inventory which is reaching its eleventh year in service.

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

Authorizes the City Administrator to enter into an agreement with the Cities of Pacific Grove, Monterey, and Salinas, and the Aromas Tri-County Fire Protection District for the joint grant funded purchase of radios.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of March, by the following roll call vote:**

AYES:	COUNCILMEMBERS:	Hardy, Reimers, Richards, Theis, Dallas
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

SIGNED:

ATTEST:

  
Steve G. Dallas, Mayor

  
Ashlee Wright, City Clerk

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

**RESOLUTION NO. 2018-032-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING A SUPPLEMENTAL APPROPRIATION of \$21,293 TO THE FISCAL YEAR 2017-2018 ADOPTED BUDGET FOR THE PURCHASE OF RADIOS FOR USE BY AMBULANCE AND FIRE RESPONDERS**

WHEREAS, the radios currently used by the City of Carmel-by-the-Sea's public safety responders within the Ambulance and Fire Departments are eleven years old, ending their useful life, and non-compatible with forthcoming upgrades being made by Monterey County; and

WHEREAS, the City Council adopted resolution 2017-018 on March 7, 2017 authorizing the City to participate in a Assistance to Firefighters Grant regional application with the Cities of Pacific Grove, Monterey, and Sallnas, and the Aromas Tri-County Fire Protection District to purchase mobile and portable radios; and

WHEREAS, the grant was awarded, but for an amount less than requested, and the City of Carmel-by-the-Sea's cost of the radios is \$15,965; and

WHEREAS, the City of Monterey wishes to pursue another regional grant for the additional funds, and, if successful, the City of Carmel-by-the-Sea would be responsible for an additional \$5,328; and

WHEREAS, there are funds within the Vehicle and Equipment Replacement Capital Outlay, and the amended budget, inclusive of this adjustment, is within the City's approved Gann Limit of \$31.1 million; and

WHEREAS, the City's Municipal Code Section 3.06.030 requires Council to approve appropriations in regards to capital items or projects; and

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

1. Authorize the creation of a new capital project for the purchase of the radios (Project 118RAD).
2. Authorize an increase in appropriations of up to \$21,293 from the Vehicle and Equipment Replacement Fund to the Vehicle and Equipment Replacement Capital Outlay Fund, Other Assets (Account 503-513-00-43006, Project 118RAD, Project Task 118PD-PSRADIOS).

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3<sup>rd</sup> day of April 2018, by the following roll call vote:**

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:



Steve G. Dallas, Mayor

ATTEST:



Thomas A. Graves, MMC  
City Clerk

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

**RESOLUTION NO. 2018-032-2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CITIES OF MARINA, MONTEREY, KING CITY, PACIFIC GROVE, AND SALINAS; THE AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT; THE MID COAST FIRE BRIGADE; AND THE BIG SUR FIRE BRIGADE FOR THE JOINT GRANT FUNDED PURCHASE OF RADIOS**

WHEREAS, City Council adopted resolution 2017-018 on March 7, 2017 to allow the City to participate in a Assistance to Firefighters Grant regional application with the Cities of Pacific Grove, Monterey, and Salinas, and the Aromas Tri-County Fire Protection District to purchase mobile and portable radios; and

WHEREAS, the grant was awarded, but for an amount less than requested; and

WHEREAS, the grant only provided enough funding for 15 of the anticipated 21 radios needed; and

WHEREAS, the City of Monterey wishes to be the lead agency and pursue another regional grant to fund the remaining portion of the radios; and

WHEREAS, the Assistance to Firefighter Grant requires a Memorandum of Understanding between all participating agencies; and

WHEREAS, the City of Carmel-by-the-Sea would apply for the grant with five other cities and three fire agencies and its share of the cost of the radios will be \$5,328; and

WHEREAS, if successful, the City of Carmel-by-the-Sea will acquire six radios to complete the original anticipated purchase through the first grant application;

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

Authorize the City Administrator to enter into an agreement for the Assistance to Firefighters grant to purchase radios for the City of Carmel-by-the Sea.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3<sup>rd</sup> day of April 2018, by the following roll call vote:**

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

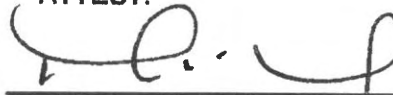
ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

  
Steve G. Dallas, Mayor

ATTEST:

  
Thomas A. Graves, MMC  
City Clerk



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

December 3, 2019  
CONSENT AGENDA

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Robert Harary, P.E, Director of Public Works
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Adopt Resolution 2019-091, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Surveillance Grid Integration, in the amount of \$20,589, to install video processors and wall monitors for the Security Pole Camera Project.

### RECOMMENDATION:

Adopt Resolution 2019-091, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Surveillance Grid Integration Inc., in the amount of \$20,589, to install video processors and wall monitors for the Security Pole Camera Project.

### BACKGROUND/SUMMARY:

In June 2017, the City Council approved the Capital Improvement Plan (CIP) for Fiscal Year (FY) 2017/18 which included the "Security Pole Cameras Project" with an initial appropriation of \$80,000 funded by the Vehicle and Equipment Fund. The project scope was to design and install camera systems with license plate recognition capability on six existing power poles at the perimeter of the City. Video obtained from these cameras would be used by the Police Department for investigations involving a suspect motor vehicle entering and/or exiting the City.

In June 2018, Council adopted the CIP for FY 2018/19 which included an additional CIP appropriation of \$30,000 to fully fund the then proposed Professional Services Agreement (PSA) with Surveillance Grid for a revised project budget of \$110,000. In July 2018, Council awarded the PSA to Surveillance Grid Integration for a not-to-exceed fee of \$110,000.

Since that time, the project was plagued with delays, particularly related to PG&E's approvals and service connections, and to a lesser extent Comcast for video transmission connections and services. After the cameras were installed, they were linked up to live feeds on two monitors located in the Police Building. The final configuration of cameras, computer servers, modems, processors, storage drives, and upload speeds was an iterative process. At one point, it appeared that additional, necessary hardware costs would be offset by other hardware which was originally proposed but would no longer be needed. Recently, final accounting, reflecting the credit from unnecessary hardware resulted in a net shortfall of \$20,589. This amount primarily reflects the costs of high speed video processors, large screen wall monitors, and

additional installation costs.

The project is now substantially complete. Minor adjustments are ongoing by the City's IT staff to optimize image clarity and ease of use.

#### **FISCAL IMPACT:**

The Council-approved FY 2019/20 CIP Budget increased the overall Security Pole Camera Project budget from \$110,000 to \$135,000. This increase was based on covering then unknown final costs for PG&E and Comcast engineering and installations.

Surveillance Grid's PSA amount was capped at \$110,000. Proposed Amendment No.1, attached, would increase the Agreement to a final not-to-exceed amount of \$130,589. The remaining project balance of \$4,411 was used for PG&E and Comcast connection costs and minor hardware purchased by City staff.

#### **PRIOR CITY COUNCIL ACTION:**

In June 2017, Council approved the CIP for FY 2017/18 which included the Security Pole Cameras Project with an initial appropriation of \$80,000.

In June 2018, Council adopted the CIP for FY 2018/19 which included an additional CIP appropriation of \$30,000 to fully fund the then proposed PSA with Surveillance Grid for a revised project budget of \$110,000. In July 2018, Council awarded the PSA to Surveillance Grid Integration for a not-to-exceed fee of \$110,000.

In July 2019, Council approved Resolution 2019-047 authorizing the re-appropriation of unspent FY 2018/19 capital funds for the Security Pole Camera Project into the FY 2019/20 Budget and increasing the project budget by \$25,000, to \$135,000, to cover potential utility connections and additional hardware costs.

#### **ATTACHMENTS:**

Resolution 2019-091 Amendment No. 1 to Surveillance Grid  
Attachment No. 2 - Amendment No. 1

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

**RESOLUTION NO. 2019-091**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SURVEILLANCE GRID INTEGRATION INC., IN THE AMOUNT OF \$20,589, TO INSTALL VIDEO PROCESSORS AND WALL MONITORS FOR THE SECURITY POLE CAMERA PROJECT**

WHEREAS, in June 2018, the City Council appropriated \$110,000 from the Vehicle and Equipment Fund for the Capital Improvement Project known as the Security Pole Camera Project; and

WHEREAS, in July 2018, Council awarded a Professional Services Agreement to Surveillance Grid Integration for a not-to-exceed fee of \$110,000, to design and install the Project, and

WHEREAS, the Project is now substantially complete despite delays due to PG&E and Comcast to make their connections to the six camera locations; and

WHEREAS, the configuration of cameras, computer servers, modems, processors, storage drives, and upload speeds was an iterative process, and at the end of the Project, additional high speed video processors and wall screen monitors had to be purchased and installed; and

WHEREAS, in July 2019, Council approved Resolution 2019-047 increasing the Project budget by \$25,000, up to a total of \$135,000, which is sufficient for the amended extra work by Surveillance Grid plus utility connection fees and other expenses.

**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 Surveillance Grid Integration, in the amount of \$20,589, to purchase and install video processors and wall screen monitors for the Security Pole Cameras Project.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter  
Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk



**City of Carmel-By-The-Sea**  
 Public Works  
 East Side of Junipero St Between 4th & 5th  
 Carmel, Ca 93921

Attachment 2  
 Attachment 2

**AMENDMENT NO. 1**

Project: Police Department Security Cameras

Contractor: Surveillance Grid Integration

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

**Install Video Processor and Wall Mounted Monitors Incl Training**

**Original Agreement \$:** \$ 110,000.00

Item No.	Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
	Video Processor VPC Micro 600,	0	1	\$15,577.00		\$ 15,577.00
	50" 4K Wall Mounted Monitors	0	2	\$ 627.00		\$ 1,254.00
	Installation and Training Video Processor	0	1	\$1,500.00		\$ 1,500.00
	VMS Workstation Host for Static Video Wall Display with Remote	0	1	\$ 722.48		\$ 722.48
	Tax on Equipment	0	1	\$1,535.93		\$ 1,535.52
			1	\$0.00		\$ -
						\$ -

**Amendment No. 1** \$ 20,589.00

**Revised Agreement \$:** \$130,589.00





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

**December 3, 2019  
CONSENT AGENDA**

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

**SUBMITTED BY:** Maxine Gullo, Ass't. City Administrator

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:** Adopt Resolution 2019-092 approving the Memorandum of Understanding (MOU) between the City and Carmel-by-the-Sea Police Officers Association for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding and adopt the Police Officers Association classifications salary plan in accordance with Municipal Code 2.52.520.

**RECOMMENDATION:**

Adopt Resolution 2019-092 approving the Memorandum of Understanding (MOU) between the City and Carmel-by-the-Sea Police Officers Association for the period July 1, 2019 through June 30, 2022 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding and adopt the Police Officers Association classifications salary plan in accordance with Municipal Code 2.52.520.

**BACKGROUND/SUMMARY:**

The City of Carmel-by-the-Sea Police Department staff includes 9 police officers, 2 corporals, 2 sergeants, 6 police service officers, and 4.0 community service officers. The Commander and Chief are under contract with the City Administrator. All are represented by the Police Officers' Association. The City's and the POA's negotiation teams have met and conferred in good faith regarding the POA members' wages, benefits and other terms and conditions of employment. The parties commenced negotiations during March 2019 and worked collaboratively through nine (9) meetings to reach an amicable resolution on November 1, 2019.

Major provisions of parties' Tentative Agreement are:

Term:	July 1, 2019 – June 30, 2022
Compensation:	<i>(Ratification Date: November 1, 2019)</i>  <u>Sworn Personnel:</u> November 1, 2019 – 3%

	<p>November 1, 2019 - 1% one-time equity payment not subject to CalPERS reporting of benefits.  July 1, 2019 – 3%  July 1, 2021 – 4%</p> <p><u>Non-Sworn Personnel:</u>  November 1, 2019 – 2%  July 1, 2020 – 1.5%  July 1, 2021 – 1.5%</p>
Deferred Compensation:	<p>The CITY shall make monthly contributions on behalf of each non-safety and safety member of the ASSOCIATION as follows:  PEPRA Employees \$100/month  Classic Employees \$ 25/month</p> <p><i>(Refer to Article 8.2)</i></p>
Field Training Officer (FTO):	<p>Effective the first full pay period following ratification of this agreement by the POA or July 1, 2019, whichever is later, a Police Officer who is designated in writing by the Public Safety Director as a Field Training Officer (FTO) shall receive additional compensation in the amount of five percent (5%) of the FTO's base pay for any pay period in which the designated Field Training Officer is providing training during a new officer's initial training phase. <i>(Refer to Article 19.9)</i></p>
Tuition Reimbursement:	<p>The City will reimburse up to \$1500/fiscal year for successful completion of any job related courses at college level approved by the Director of Public Safety and Human Resources. <i>(Refer to Article 22.4)</i></p>
Wellness:	<p>The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January)<i>(Refer to Article 22.5)</i></p>
Work Schedules, Overtime Compensation and Compensatory Time	<p>The parties believe that the pay practices carried out pursuant to this Agreement are fully compliant with the Fair Labor Standards Act (FLSA).</p> <p>18.3.1 Work Periods – Sworn Employees (Police Officers, Police Corporals, Police Sergeants) Employees in sworn classifications are assigned to a 14-day work period under section 207(k) of the Fair Labor Standards Act. Under this 7(k) exemption, non-exempt peace officers are eligible for FLSA overtime only for hours actually worked in excess of 86 hours in a 14-day work period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime.</p> <p>18.3.2 Work Periods — Non-Sworn Employees (Community Services Officer, Police Services Officer) Employees in non-exempt non-sworn positions are scheduled according to a 7-day work period and are only entitled to FLSA overtime when they actually work in excess of 40 hours in</p>

a 7-day period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime. The work period for non-sworn employees assigned to a 3/12 schedule starts as follows:

Shift	Day	Time
A Shift – Days	Saturday	1500 hours
A Shift – Nights	Sunday	0300 hours
B Shift – Days	Saturday	1100 hours
B Shift – Nights	Saturday	2300 hours
Relief Shift	Friday	1500 hours

The Public Safety Director will maintain records of the start and end times of work periods for all employees.

18.4 MOU Overtime.

In addition to FLSA overtime, the City shall provide non-exempt employees MOU overtime which shall be paid at time and one-half for all daily work performed over an employee’s normal eight (8), ten (10), or twelve (12) hour work shift. Paid time off shall be counted as time worked for the purposes of calculation of MOU overtime.

The City and POA have also agreed to various union MOU language updates. These updates clarify existing language, and delete obsolete language. The updates do not change existing benefits nor is there a related fiscal impact.

This recommendation aligns with the City’s goals of balancing continued fiscal prudence in planning for potential impacts of CalPERS while also continuing to position the City as a competitive employer in the increasingly difficult law enforcement job market.

**FISCAL IMPACT:**

Current funds are budgeted in FY 19/20 operating budget and future increases will be budgeted accordingly.

**PRIOR CITY COUNCIL ACTION:**

**ATTACHMENTS:**

- Resolution 2019-092 MOU with POA
- Exhibit A
- Exhibit B

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

**RESOLUTION NO. 2019-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CARMEL-BY-THE-SEA POLICE OFFICERS ASSOCIATION FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2022 AND AUTHORIZE THE CITY ADMINISTRATOR TO MAKE TECHNICAL CORRECTIONS AS NECESSARY AND EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ADOPT THE POLICE OFFICERS ASSOCIATION CLASSIFICATIONS SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520.**

WHEREAS, the current Memorandum of Understanding (MOU) between the City and employees represented by the Police Officer's Association termed on June 30, 2019;

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with the Carmel Police Officers Association (POA) regarding salaries and benefits; and

WHEREAS, the City and the POA have reached an agreement which is embodied in the attached Memorandum of Understanding for the period of July 1, 2019 through June 30, 2022.

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position.

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for Police Officers Association classifications.

**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 make technical corrections as necessary and execute the Memorandum of Understanding (Exhibit A) between the City of Carmel-by-the-Sea and the Carmel Police Officer's Association.
2. Authorize and approve City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) in accordance with municipal code 2.52.520 as of November 1, 2019. (Exhibit B)

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-  
THE-SEA this 3rd day of December, 2019, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

---

Dave Potter  
Mayor

---

Britt Avrit, MMC  
City Clerk

**ATTACHMENT/EXHIBIT A**

Memorandum of Understanding between The City of Carmel-by-the-Sea and City of Carmel-by-the-Sea Police Officer's Association (POA)

Pay schedule for Police Officer's Association Classification

# MEMORANDUM OF UNDERSTANDING

Between the

**City of Carmel-by-the-Sea**

And the

**Carmel-by-the-Sea Police Officers Association**

For the period

**January-July 1, 2017-2019 through June 30, 2022~~19~~**

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**Memorandum of Understanding  
Between  
The City of Carmel-by-the-Sea  
And  
City of Carmel-by-the-Sea Police Officers Association**

**ARTICLE 1: PREAMBLE**

This Memorandum of Understanding (MOU) is made and entered into between the City of Carmel-by-the-Sea, hereinafter referred to as “City,” and the City of Carmel-by-the-Sea Police Officers Association, hereinafter referred to as “Association,” pursuant to California Government code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

**ARTICLE 2: RECOGNITION**

- 2.1 The City of Carmel-by-the-Sea recognizes the Association as the recognized and exclusive representative for the following non-exempt classifications:

Community Services Officer  
Police Services Officer  
Police Officer  
Police Corporal  
Police Sergeant

**ARTICLE 3: TERM OF CONTRACT**

- 3.1 The term of this MOU shall be ~~retroactive to from January 1, 2017~~ July 1, 2019, and continue through June 30, 2022~~19~~.

The POA and the City agree to commence bargaining for a subsequent MOU within 120 days prior to the end of this contract.

**ARTICLE 4: PROBATION**

- 4.1 Probationary Period: All original, promotional and re-hire appointments shall be tentative and subject to a probationary period. Original hires and re-hires shall be subject to an eighteen (18) month period of actual and continuous service. Promotional appointments shall be subject to a one (1) year period of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or

not) shall automatically extend the probationary period by the numbers of days the employee is on leave.

- 4.2 Objective of Probationary Period: The probationary period shall be regarded as part of the selection process and shall be utilized for training and observation of the probationary employee on work assignments and standards in order to evaluate the probationary employee's performance.
- 4.3 Rejection of Probationary Employee: During the probation period, an employee may be rejected at any time by the City Administrator upon recommendation of the Department Manager without cause and without the right of appeal. Notification of rejection shall be served on the probationary employee in writing. Any promoted employee who is rejected during the probationary period shall be entitled to return to the position held prior to promotion at the range and step held prior to promotion, unless the probationary employee is discharged, in which case no reinstatement shall occur.
- 4.4 Extension of Probation: All efforts will be made to sufficiently evaluate the probationary employee during the designated period. An extension of the probationary period, however, may be recommended by the Public Safety Director when good cause exists. Such extension shall be for a specific period of time not to exceed three (3) months.

## ARTICLE 5: COMPENSATION

### Salary Adjustments for SAFETY and NON SAFETY POSITIONS:

#### 5.1 Salary Adjustments-Sworn Personnel:

##### A. 2019/20 Salaries

Effective the first full pay period following ratification of this agreement by the POA, salaries shall be increased by three percent (3.0%).

Effective the first full period following ratification of this agreement by the POA, a one-time equity payment of 1%, with said payment not subject to CalPERS reporting of benefits.

##### B. 2020/21 Salaries

Effective July 1, 2020, salaries shall be increased by three percent (3%).

##### C. 2021/22 Salaries

Effective July 1, 2021, salaries shall be increased by four percent (4%).

#### 5.2 Salary Adjustments-Non-Sworn Personnel:

A. 2019/20 Salaries

Effective the first full pay period following ratification of this agreement by the POA, salaries shall be increased by two percent (2.0%).

B. 2020/21 Salaries

Effective July 1, 2020, salaries shall be increased by one and one-half percent (1.5%).

C. 2021/22 Salaries

Effective July 1, 2021, salaries shall be increased by one and one-half percent (1.5%).

~~Effective upon the date of approval of this MOU by the City Council, all members shall receive a 2% salary increase. The increase shall be retroactive to January 1, 2017.~~

~~Effective January 1, 2018, all members shall receive an additional salary increase of 4%.~~

~~Effective January 1, 2019, all members shall receive an additional salary increase of 4%.~~

**ARTICLE 9:ARTICLE 6: EDUCATIONAL INCENTIVE PLAN**

9-16.1 Payment Established: The City Counsel, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (EIP).

9-26.2 Definitions: For the purpose of this program, the following definitions shall apply:

- A. Base Rate of Pay shall mean the hourly rate of an employee as established by the City Council, and shall not include any overtime, holiday-in-lieu pay, incentive pay, allowances, or other other supplemental benefit. Base pay is distinct from the “regular rate,” which includes all remuneration paid to the employee for employment, except payments specifically excluded by the Fair Labor Standards Act.
- B. Satisfactory Completion shall mean a grade of “C” or better in any course. No more than one-third (1/3) of the total number of units considered for EIP may be on a “credit only” or “pass/fail” basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a “Credit Minus” grade will not be considered eligible under the EIP program. For graduate level courses, a course grade of “B” or higher is needed to be considered as Satisfactory Completion under EIP. To be eligible

for the EIP program, all coursework must be completed at an accredited educational institution.

- C. College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.
- D. Job-Related shall mean any college level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator's determination of the eligibility of any course shall be final and shall be obtained prior to taking course.
- E. Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.
- F. POST shall mean Commission on Peace Officer Standards and Training. Certificates issued by POST represent various levels of training, and are required for advancement, or are available to Police Officers, Police Corporals, Police Sergeants, and Police Services Officers. Community Services Officers may also be eligible for POST training based on job expectations.

### 9.36.3 Eligibility.

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

1. Employees currently employed, as of the effective date of this MOU, shall become eligible for EIP once he or she successfully completes 18 months of continuous service to the City. This period of time may be waived at the discretion of the City Administrator.
2. Employees hired after January 1, 2017 shall become eligible for EIP on their date of hire.
3. The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veteran's benefits shall not be considered EIP compensation.
4. Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.

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

9.46.4 POST educational incentive.

Documented successful completion of training will result in the adjustment to base pay as indicated for each training. Awards will be cumulative:

Basic	0%
Intermediate	1%
Advanced	2%
Supervisory	2%

9.56.5 Academic educational incentive.

Base pay adjustments will NOT be cumulative but will be assigned based on the highest degree attained.

Associates	2%
Bachelor's	5%
Master's	6%

9.66.6 Timing.

Timing of document submission: Receipts and completed documentation is expected to be submitted within 90 days of the date on which the grade for the course is released from the institution. Failure to submit information in a timely manner may result in denial of reimbursement.

Time of payment: EIP shall be paid to eligible employees beginning with the pay period immediately following the one in which the City Administrator has verified that all documentation for completed courses, certifications, or degrees meets required expectations and is supported by an approved application for EIP. This verification period shall not exceed 60 calendar days. Following 60 calendar days after submission, if no challenge has been raised, the documentation will be accepted as complete and valid and the pay added beginning with the next available pay period.

~~ARTICLE 10:~~ ARTICLE 7: RETIREMENT

~~10.17.1~~ Retirement Benefits for Sworn Safety Members.

This Section 7.1 (including subsections) applies to sworn safety members who are contributing members of the California Public Employees' Retirement System (PERS)

- A. Retirement Benefits for Sworn Safety Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive

the 3% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean single highest year of compensation. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 7.4 below.

- B. Retirement Benefits for Sworn Safety Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS Employees hired after November 1, 2011 but before January 1, 2013, and for "classic" employees within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement or the highest average pensionable compensation earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 7.4 below.
- C. Retirement Benefits for Sworn Safety Members Hired On or After January 1, 2013 Employees hired on or after January 1, 2013, shall be eligible to receive the 2.7% @57 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement. Employees covered by this section shall pay 100% of the required member contribution. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 7.4 below.

#### ~~10-27.2~~ Retirement Benefits for Miscellaneous Members.

This Section 7.2 (including subsections) applies to miscellaneous members who are contributing members of PERS.

- A. Retirement Benefits for Miscellaneous Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive the 2% @ 55 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 7.4 below.

- B. Retirement Benefits for Miscellaneous Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS Employees hired after November 1, 2011 but before January 1, 2013, and for “classic” employees within the meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 60 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 7.4 below.
- C. Retirement Benefits for Miscellaneous Members Hired On or After January 1, 2013 Employees hired on or after January 1, 2013, shall be eligible to receive the 2% @62 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member’s retirement. Employees covered by this section shall pay 100% of the required member contribution, which is 50% of the normal cost established by PERS. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 7.4.

### 7.3 Retirement Cost Sharing

The CITY shall pay the employer rate prescribed by the Public Employees’ Retirement System (PERS) in accordance with the rules and regulations governing such employer contributions. Effective July 1, 2015, employees will pay a portion of the employer rate, as prescribed below.

A. Classic sworn ~~Effective July 1, 2015, e~~Employees shall pay 100% of the required member contribution rate (9%), plus an additional 1.53.0% of pensionable compensation towards the employer’s contribution for a total of 12%. ~~Effective July 1, 2016, employees shall pay an additional 1.5% of pensionable compensation towards the employer’s contribution, meaning that employees shall pay 100% of the required member contribution rate, plus a total of 3% of pensionable compensation towards the employer’s contribution.~~

Classic non-sworn employees shall pay 100% of the required member contribution rate (7%), plus an additional 3% of pensionable compensation towards the employer’s contribution for a total of 10%

For the duration of this contract, classic members, as defined by CalPERS (MOU sections 7.1. A. & B. and sections 7.2. A. & B.), shall contribute no more than 12% (sworn) or 10% (non-sworn) of pensionable compensation towards

retirement.

B. PEPRA employees shall pay 50% of the plan's total normal cost, plus an additional 3% of pensionable compensation.

For the duration of this contract, PEPRA members, as defined by CalPERS (MOU sections 7.1 C. and sections 7.2 C.) shall pay no more than 15% of pensionable compensation towards retirement, unless required by law (i.e., if 50% of the Normal Cost exceeds 15%).

C. For the duration of this contract, the City shall not impose any increases to the member contribution for classic or PEPRA members beyond those provided herein unless the employer contribution is reduced by a commensurate rate or as otherwise negotiated by the parties.

~~7.4 The parties acknowledge that PERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, the cost sharing described in this section shall be implemented outside of a PERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 7.4.~~

The CITY shall continue to maintain the following, contracted retirement options:

- A. Single Highest Year (only for employees hired on or before November 1, 2011)
- B. Fourth level of 1959 Survivors Benefit (\$2.00 per month cost to the employee)
  - 1. The City and the Association agree to monitor the funding of this option. When only two years of funding remain in this account the City and the Association agree to reopen negotiations on this issue to discuss future funding of this benefit.
- C. The City agrees to permit members, if they choose, to purchase military service credit as public service to the extent permitted by PERS, solely at the members' expense.
- D. Pursuant to Resolution No. 96-116 qualified members shall have the option to elect the pre-tax payroll deduction plan for their service credit purchases (i.e., redeposit, service prior to membership, military service, etc.).



E. In accordance with Government Code Section 20965, upon retirement, members may elect to convert unused accumulated sick leave toward additional CalPERS service credit.

~~ARTICLE 11:~~ARTICLE 8: DEFERRED COMPENSATION

~~11.18.1~~The CITY offers employees the opportunity to participate in a deferred compensation plan on a voluntary basis through the payroll deduction plan.

Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plans (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

~~11.28.2~~The CITY shall make monthly contributions on behalf of each non-safety and safety member of the ASSOCIATION as follows:  
~~in the amount of twenty five dollars (\$25.00).~~  
PEPRA Employees                      \$100/month  
Classic Employees                      \$ 25/month

The individual members of the ASSOCIATION shall specify the plan and investment option(s).

~~11.38.3~~In the event non-safety members represented by another Association of employees with the City of Carmel-by-the-Sea receive additional CITY paid monthly contributions for deferred compensation during the term of this agreement, non-safety members of the ASSOCIATION shall receive a comparable increase in monthly compensation to his/her deferred compensation plan, effective on the first month following approval of this benefit by the City Council. In no event shall this additional compensation be deemed to be paid retroactively to the beginning date of this Agreement.

~~ARTICLE 12:~~ARTICLE 9: UNIFORM ALLOWANCE

~~12.19.1~~All members shall be entitled to the following uniform allowances:

- Safety members:                      \$120.00 per/mo.
- Non-Safety members:                      \$120.00 per/mo.

The uniform allowance shall be PERS-able for classic members, as defined above, only.

**ARTICLE 13:ARTICLE 10: HOLIDAYS**

~~13.1~~10.1 The City observes the following holidays:

- A. New Year's Day – January 1
- B. Martin Luther King Day – third Monday of January
- C. Lincoln's Birthday – February 12
- D. Presidents' Day – third Monday of February
- E. Memorial Day – last Monday of May
- F. Independence Day – July 4<sup>th</sup>
- G. Labor Day – first Monday of September
- H. Veteran's Day – November 11<sup>th</sup>
- I. Thanksgiving Day
- J. The day after Thanksgiving
- K. Christmas Eve – December 24<sup>th</sup>
- L. Christmas Day – December 25<sup>th</sup>

~~13.2~~10.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. In the event a holiday falls on a Sunday it shall be observed on Monday.

**ARTICLE 14:ARTICLE 11: HOLIDAY ACCRUAL**

~~14.1~~11.1 Members of the Association shall be paid straight time pay based on the number of hours in the employee's regularly scheduled shift for each of the holidays listed in Article 10 of this agreement. Members will be paid during the same pay period in which the holiday falls.

~~14.2~~11.2 If a holiday falls on a day on which a member is on a regularly scheduled day off, the member shall still receive holiday pay.

~~14.3~~11.3 The Director of Public Safety may designate certain staff members as "non-essential" on any given holiday and may, in lieu of providing holiday pay, allow those staff members to be off.

~~14.4~~11.4 Subject to the advance approval of the Director of Public Safety, a member may elect to work a regularly scheduled holiday and take an alternate day off instead. The alternate date should fall within the same pay period.

~~14.511.5~~ Holidays not used on the observed holiday will be paid.

~~ARTICLE 15:~~ARTICLE 12: GENERAL LEAVE

~~15.112.1~~ Each member shall receive one regularly scheduled shift day of general leave per year, regardless of the member’s hire date. General leave may only be used with the approval of the member’s supervisor. General leave may not be rolled over from one year to the next.

~~ARTICLE 16:~~ARTICLE 13: VACATION ACCRUAL

~~16.113.1~~ Members shall accrue vacation on a monthly basis beginning on the date of hire. With the exception of lateral hires, no vacation time may be taken until an employee has successfully completed twelve months of employment.

Members shall accrue vacation on the following schedule:

1 – 4 Years of Service	80 hours per year
5 – 10 Years of Service	120 hours per year
11 – 14 Years of Service	160 hours per year
15 years of service and over	176 hours per year

- A. The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator. Once this accrual cap has been reached, employees will cease to accrue additional hours until such time as existing accrual balances are used.
- B. Vacation Buy-Back Exception: In the event an employee achieves the maximum accrual cap in a pay period and is unable to take sufficient vacation hours to reduce his/her accrual bank below maximum, due to staffing constraints, the department manager may approve a vacation buyback of up to one month’s worth of accrual, payable at the employee’s hourly rate in the pay period in which the maximum cap is reached.

13.2. Vacation scheduling:

After their first twelve months of employment (except for lateral hires), all employees are expected to schedule a minimum of one full calendar week of vacation annually. Available dates will be open for selection based on seniority.

- 1. Scheduling restrictions. No more than one person in each classification/rank may be on vacation or other types of off duty hours at any given time.

- 2. Sign up process. Vacation schedules shall be posted annually. Vacation sign up will occur during the month of January and be completed by January 31. Sign up shall be on the basis on Department seniority. Senior employees shall have first preference, unless exercise of such preference interferes with the service of the Department.

Vacations must be scheduled in minimum 40-hour blocks.

There will be two (2) separate rounds during which sign up will occur:

- a. Round One. Everyone must sign up for a minimum of 40-hours of vacation.

The maximum number of days any person may schedule is limited to the number of total vacation hours that person anticipates accruing prior to the scheduled vacation date.

- b. Round Two. A person may sign up for additional vacation hours if they have additional accrued hours still available.

Sign up is not mandatory during round two.

Vacation accruals must be earned prior to use. Employees are not authorized to have a negative vacation accrual at any time.

For special circumstances or unforeseen situations, upon written request, the Public Safety Director may approve vacations that do not conform to this section.

The Public Safety Director retains the right to deny the vacation period requested by an employee, or require that an employee reschedule a scheduled vacation when the Public Safety Director determines that doing so is in the interests of the service of the Department, in which case the Department will work with the employee to schedule alternative dates for his/her vacation.

- 3. Holiday exclusion. Vacation time shall not be charged for any regular holidays occurring during the vacation period.

~~ARTICLE 17:~~ARTICLE 14: BEREAVEMENT LEAVE

~~17.1~~14.1 Each member of the ASSOCIATION shall be entitled to twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee’s immediate family.

~~17.2~~14.2 Immediate family is defined as the employee’s spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-

in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

~~ARTICLE 18:~~ ARTICLE 15: SICK LEAVE

~~18.115.1~~ 15.1 Each member shall accrue eight hours of sick leave per month. Sick leave is to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel-by-the-Sea. Employees other than full-time employees (e.g. part-time, seasonal, and/ or temporary workers) shall accrue and be able to use sick leave consistent with the requirements of the Healthy Families Act of 2014 (California Government Code Sections 245-249.) These employees shall begin to accrue sick leave on the date of commencement of employment, and shall accrue one hour for every thirty (30) hours worked. Employees shall be eligible to use paid sick leave no sooner than ninety (90) days after commencement of employment. Employees may use a maximum of three (3) days of paid sick leave in one calendar year, and may carry over up to six (6) days of paid sick leave from one calendar year to another. These employees shall be able to use paid sick leave for the same reasons for which full time employees shall be able to use paid sick leave.

~~18.215.2~~ 15.2 Employees may use paid sick leave for any of the following purposes:

- A. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, or sibling;
- B. Preventative care for the unit member or the employee's family member; and
- C. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

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

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

- D. Use of sick leave of 59 minutes or less, with written physician verification or other required certification, shall not be charged to an employee's sick leave account.
- E. Use of sick leave of 59 minutes or less, without written physician verification or other required certification, shall be charged to employee's sick leave account in 15 minute increments.
- F. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

Employees who are away from work for three consecutive work days or more, or upon request by the Public Safety Director, may be required to provide a doctor's release to work to ensure their sufficient recovery to perform their regularly scheduled duties. At the request of the employee's supervisor, employee off work for less than three consecutive work days may be required to provide a doctor's release prior to being allowed to return to work.

Employees terminating from City employment shall not receive any compensation for accumulated sick leave. However, as required by Labor Code Section 246(f)(2), if the employee returns to work for the City within one (1) year of separation, up to six (6) days of his or her previously accrued but unused paid sick leave hours shall be available for use.

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

- A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, paid at the hourly rate at the time of resignation.
- B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, paid at the hourly rate at the time of retirement.
- C. Employees who are terminated for cause or misconduct are ineligible for sick leave pay-out.

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

- ~~· Retirement from CITY employment with proof of submission of application for retirement from CalPERS: 50% of the accrued sick leave hours, paid at the hourly rate at the time of retirement.~~
- ~~· Resignation: Twenty five percent (25%) of the accrued sick leave hours, paid at the hourly rate at the time of resignation.~~

~~18.715.4~~ Upon approval of the department manager, accrued sick leave may be used to accommodate the need for additional hours in the case of serious illness, disability, or death in the employee's immediate family. Immediate family is defined as the employee's spouse, child, step-child, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of sick leave for this purpose.

~~18.815.5~~ Pursuant to Government Code Section 20965 and the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

## ~~ARTICLE 19:~~ARTICLE 16: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

~~19.116.1~~ 16.1 General Requirements: To be eligible to receive leave under this policy, an employee must have either a catastrophic illness or incurred a major injury from an accident. Eligibility for this policy shall be at the sole discretion of the City Administrator.

~~19.216.2~~ 16.2 An employee who is determined to be eligible may request other employees transfer leave to that employee, to be used by the receiving employee as sick leave.

The employee requesting the transfer of sick leave hours must have reached zero balances in all of his or her own leave banks, including sick leave, vacation, compensatory time, and general leave.

~~19.316.3~~ Generally, the illness or accident recovery period must be longer than three weeks for an employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.

~~19.416.4~~ An employee desiring to transfer hours to the eligible employee must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

~~19.516.5~~ To use this program, an employee must make a request to his or her Department Manager. The employee must state the reason for the request and the approximate number of hours he or she believes will be needed.

~~19.616.6~~ The Department Manager will forward the employee's request to the Human Resources Office.

~~19.716.7~~ The Human Resources Office **WILL**:

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

~~19.816.8~~ The City Administrator **WILL**:

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

~~ARTICLE 20:~~ARTICLE 17: **PHYSICAL EXAMINATIONS**

~~20.117.1~~ Each employee under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.



~~20.2~~17.2 Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.

~~20.3~~17.3 Employees who turn forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section.

~~20.4~~17.4 The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

~~20.5~~17.5 A licensed physician of the employee's choice may perform physical examinations. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

17.6 During the term of the Agreement, the City agrees to meet with representatives of the POA, as well as all other unions and associations, to discuss a City-wide wellness program.

## ~~ARTICLE 21:~~ARTICLE 18: WORK SCHEDULES, OVERTIME COMPENSATION AND COMPENSATORY TIME

### ~~21.1~~18.1 Work schedule.

The Public Safety Director shall maintain sole discretion to determine the work schedule that best addresses the needs of Department operations.

Schedules will generally be assigned based on the position or assignment held by employees using one of the following:

- A. Regularly scheduled 5-8 (the 5/40 schedule)  
Regularly scheduled eight (8) hours per day and five (5) days per work week.
- B. Regularly scheduled 4-10 (the 4/10 schedule)  
Regularly scheduled ten (10) hours per day and four (4) days per work week.
- C. Regularly scheduled 12 (the 3/12 schedule)  
Regularly scheduled six (6) twelve (12) hours day and one (1) eight (8) hour day to total 80 hours in a two (2) week work cycle.

The Public Safety Director retains the right to change the details of the above-listed schedules (e.g., days worked, hours worked) upon providing the Association 30 days’ prior written notice of such proposed changes and, upon request of the Association, meeting with the Association to discuss the proposed changes.

The Public Safety Director retains the right to assign employees to other shift schedules than those listed above, to change an employee’s schedule due to short-term staffing needs, and to change the schedule to which an employee is assigned as determined necessary by or appropriate by the Public Safety Director.

~~21-218.2~~ 18.2 Notwithstanding the discretion of the Public Safety Director regarding scheduling, an officer will not be required to work a night shift contiguous with a day shift during the same week. Extended work shifts.

If an employee is required of work more than two (2) hours beyond the end of the normal shift, he/she will be given an additional 30-minute unpaid meal break.

18.3 The parties believe that the pay practices carried out pursuant to this Agreement are fully compliant with the Fair Labor Standards Act (FLSA).

18.3.1 Work Periods –Sworn Employees (Police Officers, Police Corporals, Police Sergeants)—Employees in sworn classifications are assigned to a 14-day work period under section 207(k) of the Fair Labor Standards Act. Under this 7(k) exemption, non-exempt peace officers are eligible for FLSA overtime only for hours actually worked in excess of 86 in a 14-day work period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime.

18.3.2 Work Periods—Non-Sworn Employees (Community Services Officer, Police Services Officer)  
Employees in non-exempt non-sworn positions are scheduled according to a 7-day work period and are only entitled to FLSA overtime when they actually work in excess of 40 hours in a 7-day period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime. The work period for non-sworn employees assigned to a 3/12 schedule starts as follows:

<u>Shift</u>	<u>Day</u>	<u>Time</u>
<u>A Shift – Days</u>	<u>Saturday</u>	<u>1500 hours</u>
<u>A Shift – Nights</u>	<u>Sunday</u>	<u>0300 hours</u>
<u>B Shift – Days</u>	<u>Saturday</u>	<u>1100 hours</u>
<u>B Shift – Nights</u>	<u>Saturday</u>	<u>2300 hours</u>
<u>Relief Shift</u>	<u>Friday</u>	<u>1500 hours</u>

The Public Safety Director will maintain records of the start and end times of work periods for all employees. The CITY shall comply with the regulations established by the Fair Labor Standards Act (FLSA).

#### 18.4 MOU Overtime

In addition to FLSA overtime, the City shall provide non-exempt employees MOU overtime which shall be compensated paid at time and one-half for all daily work performed over an employee's the normal eight (8), ten (10), or twelve (12) hour work shift for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall ~~not~~ be counted as time worked for the purposes of calculation of MOU overtime.

~~21.5~~18.5 Employees entitled to overtime compensation may, in lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.

~~21.6~~18.6 Accrued compensatory time must be permitted to be used within a "reasonable period" of time as long as it does not "unduly disrupt" the operations of the agency. (Per FLSA guidelines).

~~21.7~~18.7 Members may accrue up to 120 hours of compensatory time (equivalent to 80 hours at time and one-half). In the first pay period of June and December of each year, members may cash out any accrued compensatory time beyond 80 hours. Any cash out may not result in a compensatory time bank of fewer than 80 hours.

Any unused balance of earned compensatory time in an employee's Comp Bank is subject to payment at time of termination at the employee's current regular rate of pay.

~~21.8~~18.8 At any time the City may elect to pay down compensatory time balances all or in part.

### ~~ARTICLE 22:~~ARTICLE 19: PREMIUM PAY AND SHIFT DIFFERENTIALS

~~22.1~~19.1 Call-In/Call-Back Pay: In situations where an employee has officially clocked out at the completion of his or her workday and is subsequently called back to work during a non-scheduled period of time, the employee shall be granted a minimum of two (2) hours overtime. Call Back also applies

when an employee is called in prior to the start of a scheduled shift for the same day, ultimately clocks out, and then later that same work day clocks back in to begin the normally scheduled shift.

If the Call-Back time is contiguous with a regularly scheduled work shift, the employee will be paid OT for the exact amount of time actually worked with no minimum Call-Back compensation.

22.219.2 Call In Pay: In situations where the employee is called into work on a work day that was not originally scheduled prior to the time called in, the employee will be granted a minimum of four (4) of Overtime

22.319.3 Court Time and Standby Pay:

- A. Any member who is required to appear in court on off-duty time will receive a minimum of four (4) hours of OT pay for each day a member is required to appear in court. such time is contiguous with the beginning or end of the employee's regular work period, a one (1) hour OT minimum will be paid. The four (4) or one (1) hour payment will be the minimum a member shall receive, per day, for a required court appearance while the member is off duty. If the court appearance exceeds four (4) or one (1) hours, the member shall receive overtime for the duration of the appearance.
- B. Any member who has received a subpoena and is placed on "on-call" status for a court appearance and is not actually required to appear in court on that day, shall receive four (4) hours of pay at the member's regular rate. During the period of "on-call" time, the employee shall be available at a specific phone and available to appear in the appropriate court within one hour.

In no case will there be double compensation for overlapping court hours due to multiple court appearances.

Unless the employee uses a company vehicle for the appearance, the employee shall be reimbursed for the round trip mileage of the of either 1) the mileage between the Police Station and the location to which the employee is subpoenaed if the employee is reporting to court from the Police Station; or 2) the actual mileage the employee travels round trip between the employee's home and the subpoenaed location, less the employee's normal commuting distance.

No employee shall be paid under this provision and for other compensable duty time simultaneously.

22.419.4 Matron Pay: From time to time the Department requires the assistance of a female officer as it carries out processing and transport of females. In these circumstances, sworn female

officers will be given first consideration for duty assignment. If there is no sworn female officer available, non-safety female officers will be called to serve in the Matron role.

When a member performs Matron duties during an assigned shift and the transport is local, she shall be compensated an additional \$50. If the transport is not local, she shall be compensated an additional \$150.

If the member performs Matron duties while not on an assigned shift, she shall be compensated in the amounts of \$50 or \$150, pursuant to the above, in addition to the call-back/call-in compensation to which she is entitled pursuant to Sections 19.1 and 19.2 of this MOU.

22.519.5 Acting Watch Commander Pay: Effective September 1, 2006 the City will provide premium pay in the Police Department when the following conditions are met:

- A. Patrol Officer is assigned responsibilities as a Watch Commander for at least one full shift.
  - 1. A Patrol Officer will not be deemed to be working as a Watch Commander if the Chief of Police, Police Sergeant, or Corporal is on duty OR if the Patrol Officer is receiving Special Assignment Pay as a Detective.
- B. When the above listed conditions are met the premium pay shall be computed as follows:
  - 1. Five percent (5%) premium pay for one-full shift served as Watch Commander.
- C. No additional pay shall be paid if performing the functions, as described above, for less than one full shift.

22.619.6 Community Services Officers working as Police Services Officers: When assigned to work as a Police Services Officer, Community Services Officers shall receive the hourly rate of pay for that classification, at their comparable step, for each hour assigned.

22.719.7 Shift Differentials.

- A. The night shift period is defined as the hours from 7:00 p.m. to 7:00 a.m. Employees who are assigned to work at least eight (8) hours during the night shift period and who actually work at least eight (8) hours during the night shift period for all assigned shifts over thirty (30) calendar days, including paid time off, will receive a monthly shift differential. This applies to all shift schedules whether 8, 10, or 12 hours per day.

Compensation for the shift premium will be the monthly amount of \$350 for safety members, and \$250 for non-safety members.

22.819.8 Bilingual Pay: Any member who has demonstrated that he or she is proficient in speaking, understanding, and reading Spanish, as determined by the Public Safety Director, shall be compensated in the amount of \$240 per month.

22.919.9 Special Assignment Pay (SAP):

A. SAP General Criteria:

1. Special Assignment Pay is to be of a determinate duration, with the Public Safety Director or his designee retaining sole discretion to determine when such assignment shall terminate and who shall be assigned.
  2. Rights to Administrative Appeal: For purposes of determining rights to an administrative appeal as provided for by Government Code 3304(b), the employee's first day of performing duties in a special assignment shall be considered the employee's "anniversary date" in such assignment.
  3. Anniversary Date: The definition of "anniversary date" set forth within this section shall not apply to any other terms and conditions of employment which are based upon an employee's anniversary date, and the application(s) of "anniversary" dates in said other contexts shall not be altered by virtue of this specialized assignment provision.
  4. Removal from SAP:
    - a. If an individual is removed from a special assignment during the initial or any successive twelve (12) consecutive month period of time from the anniversary date of appointment, then a Government Code 3304(b) administrative appeal will be provided.
    - b. However, if the individual is noticed 30 days or more in advance of his/her special assignment anniversary date, removal from the special assignment will be effective at the conclusion of the last shift in an initial twelve (12) consecutive month period of assignment or any subsequent twelve (12) consecutive period of assignment from the anniversary date of assignment, in which case the individual shall receive no administrative appeal right of any type. Each individual, including incumbents, shall sign a waiver so agreeing.
- B. Detective: Five percent (5%) of base salary when assigned as "Detective" by the Director of Public safety. The Detective special assignment pay does not apply to temporary assignments that may be made to Investigations from time to time. Detective must agree to maintain 24/7 capabilities from contact with the police

department via a pager or cell phone and agree to return calls/pages within 10 minutes from time of call.

- C. Animal Control: Five percent (5%) of base salary for Community Services Officer who is designated as the Animal Control Officer for City of Carmel-by-the-Sea.
- D. Motor Officer: Officers assigned to motorcycle duty will be required to successfully complete all identified training prior to assignment.

A monthly SAP allowance of \$240 shall be paid to officers assigned by management to motorcycle duty. In addition if needed, each Motor Officer responsible for the routine maintenance and care of his/her assigned vehicle will be authorized up to 1 hour overtime each week separate from assigned work shifts to provide said maintenance and care.

- E. PRVNT (Peninsula Regional Violence and Narcotics Team): The City has chosen to be an active participant of PRVNT. As such there is a minimum of one special assignment position that will be provided the specialized training necessary to represent the City as a participant so long as the City remains active in the program.

The PRVNT member must agree to maintain 24/7 capabilities for contact with the Police Department via a pager or cell phone and agree to return calls/pages within 10 minutes from time of call. Assignment may be within or outside the City of Carmel-by-the-Sea.

Employees assigned to represent the City on the PRVNT will receive a monthly SAP allowance of \$350 during the specific time assigned to act as the City's representative.

- F. SWAT (Special Weapons and Tactics): Members assigned to the Peninsula Regional Special Response Unit will receive a monthly SAP allowance of \$100 while assigned to SWAT, which the member agrees will compensate him or her for being available 24/7 for a call out, and maintaining the capability to respond to calls within ten (10) minutes from the time of the call. The assignment may be within or outside of the City limits.
- G. Hostage Negotiations: Members assigned to the Regional Hostage Negotiations Team will receive a monthly SAP allowance of \$100 while assigned to the HNT, which the member agrees will compensate him or her for being available 24/7 for a call out, and maintaining the capability to respond to calls within ten (10) minutes from the time of the call. The assignment may be within or outside of the City limits.
- F. Evidence Custodian: The Member designated as Evidence Custodian will receive a monthly SAP allowance of \$100 while assigned as the Evidence Custodian. The duties of the Evidence Custodian will include receiving and processing evidence, maintaining accurate property, completing audits, regular purging of evidence at



defined in the Department's policies and procedures, and other duties as assigned by the Public Safety Director.

- G. Field Training Officer: Effective the first full pay period following ratification of this agreement by the POA or July 1, 2019, whichever is later, a Police Officer who is designated in writing by the Public Safety Director as a Field Training Officer (FTO) shall receive additional compensation in the amount of five percent (5%) of the FTO's base pay for any pay period in which the designated Field Training Officer is providing training during a new officer's initial training phase.

19.10 Training Travel Time. Travel time will be compensated consistent with the requirements of the FLSA. Travel to mandated training (e.g. POST or Department required training), is not credited toward overtime except to the extent it necessarily occurs during scheduled work time.

~~ARTICLE 23:~~ARTICLE 20: **LONGEVITY MERIT PAY**

~~23.120.1~~20.1 Association members are eligible for a one-time 6th STEP in each classification, three-percent (3%) longevity/merit increase. To qualify for the benefit, eligible employees MUST:

- A. Have completed ten (10) continuous years of service with the City of Carmel-by-the-Sea; and
- B. Have received a Satisfactory or higher performance rating on the employee's two (2) most recent performance reviews.

~~ARTICLE 24:~~ARTICLE 21: **INSURANCE PROGRAMS**

~~24.121.1~~21.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

~~24.221.2~~21.2 For the purpose of this section the following definitions and groupings of coverage shall exist:

- A. **Non-Elective (Core):** Mandatory coverages (Employer Paid)
  - 1. The mandatory contribution required by CalPERS for each employee enrolled in the medical protection program in the non-elective City contribution/premium toward the medical program. During the term of the MOU, the non-elective City contribution is as ~~follows:~~described in Article 21.3.



~~Calendar Year 2015~~ ——— ~~TBD by PERS~~  
~~Calendar Year 2016~~ ——— ~~TBD by PERS~~

- ~~4.2.~~ Employee/Dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.
- ~~5.3.~~ Collective employee/dependent vision premium established by the City's broker of record for the self-insured vision plan.
- ~~6.4.~~ Basic \$30,000 life insurance premium (available only to full-time employees)
- ~~7.5.~~ Accidental Death and Dismemberment Policy (available only to full-time employees).
- B. **Elective (non-core) coverages**, available for purchase with flexible spending monies given each eligible employee:
1. Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.
  2. Optional (Supplemental) Life Insurance (if available)
  3. I.R.C. Section 125 – Flexible Spending Account
  4. I.R.C. Section 125 – Dependent Care
- C. **Opting Out (Medical Program Only):** Full-time and benefited regular part-time employees may elect not to participate in the CalPERS medical plan. Anyone opting out **shall only be eligible to take cash in the amount of \$291 (or the current City authorized amount if higher) per month**, providing they meet the following condition(s):
1. They shall submit proof of [legally compliant](#) coverage elsewhere.
  2. They shall sign a medical plan waiver.
  3. Married employees shall be required to obtain the signature of their spouses on the medical plan waiver form.
  4. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.
- D. **Section 125 Plan:** The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party

administrator provides administration of the plan. The City pays administrative fees.

24.321.3 Medical Insurance Contributions:

- A. CITY will contribute a monthly contribution on behalf of employees and dependents enrolled in the City sponsored PEMHCA plan.
- B. ~~Effective July 1, 2007 and for the term of this agreement, The~~ City shall contribute toward employee medical premiums in an amount not to exceed eighty percent (80%) of CalPERS CHOICE until such time as Association members are enrolled with Peace Officers Research Association of California (PORAC).
- C. Upon enrollment in PORAC insurance program, the City contribution shall not exceed eighty percent (80%) premium for employees and dependent enrolled in PORAC plan.
- D. Eighty percent computation includes the non-elective, mandatory CalPERS premium.

~~ARTICLE 25:~~ARTICLE 22: OTHER BENEFITS

~~25.122.1~~ Jury Duty.

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

~~25.222.2~~ Employee Payroll Deductions.

- A. The CITY, upon authorization from any employee, shall make direct deposit(s) to the financial institution of the employee's choice providing the CITY has the compatible technology to do so. Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

~~25.322.3~~ Police Uniform Purchase – Initial.

- A. The CITY shall furnish safety equipment for all Police Department members as required by the Director of Public Safety.
- B. The CITY shall furnish the following initial uniform for all Police Department employees represented by the ASSOCIATION.
  - 1. Police Officer:
    - 2 pair wool pants

- 2 name tags
- 1 long sleeve wool shirt
- 3 blend shirts (long/short sleeve)
- 1 night jacket
- 1 police cap
- 2 regulation neckties
- 10 shoulder patches
- 1 pair shoes
- 1 dress belt
- 1 Class “A” jacket (Admin. Only)
- 2 tie clips

2. Non-sworn member:

- 2 pair pants
- 2 name tags
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 sweater
- 1 night jacket
- 1 police cap
- 2 regulation neckties
- 10 shoulder patches
- 1 pair shoes
- 1 dress belt
- 2 tie clips

25.422.4 Tuition Reimbursement Plan:

- A. The CITY will reimburse any member of the Association, who has completed his/her original-hire probationary period, an amount not to exceed a total of ~~\$1000~~ 1,500 for a single fiscal year for the successful completion of any job related courses at the college level. This program covers courses taken at or sponsored by accredited colleges or universities only. Any such courses must have the approval of the Director of Public Safety and Human Resources Manager prior to beginning

the course. Failure to complete the approval process may result in denial of tuition reimbursement.

- B. Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses. These courses are for the benefit of the employee, the City and the Police Department.
- C. The employee shall take all such courses during off-duty hours.
- D. Process for Applying for Coursework Approval:
  1. Forms: Requests for reimbursements of tuition shall be made on forms provided by the City. Information required shall include the college or university at which the course is to be taken, the catalog number of the course, title of the course, number of semester hours and the estimated cost for tuition and books.
  2. A brief statement of how the course(s) will be applicable to the work of the employee and/or benefit to the performance of the employee's duties with the City shall be included.
  3. Payment: Upon successful completion of the course(s), it will be the responsibility of the employee to provide proof of satisfactory completion of the course(s) and receipts for tuition, books, and other related costs. Process timing requirements are those identified in section 6.6 of this MOU.

### 22.5 Wellness Reimbursement

The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g. requests for reimbursements for the period July-December must be received by the City on or before January 31<sup>st</sup>; requests for reimbursements for the period January – June must be received by the City on or before July 31<sup>st</sup>) in order to receive payment.

25.522.6 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees shall apply to members of the ASSOCIATION covered under this MOU.

**~~ARTICLE 26:~~ARTICLE 23: IMPASSE RESOLUTION****~~26-123.1~~ Impasse Defined.**

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

**~~26-223.2~~ Initiation of Impasse Procedures.**

If the meet and confer process has reached impasse as defined in “A” above, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. The City Administrator shall then schedule an impasse meeting promptly.

The purpose of such meeting shall be:

- A. To allow the parties to review each other’s position in a final effort to reach agreement on a Memorandum of Understanding; and
- B. To discuss arrangements for the utilization of the impasse procedures if the impasse is not resolved.

**~~26-323.3~~ Mediation.**

- A. The parties agree that if the impasse is not resolved the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee Association.
- B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

**~~ARTICLE 27:~~ARTICLE 24: SHIFT SCHEDULING**

**~~27-124.1~~** The Patrol and Police Services Units of the Carmel-by-the-Sea Police Department shall maintain a rotational watch program. Members of these units will select their watch by seniority subject to administrative approval. The program shall include the following provisions:

- A. Shift rotation will occur each six months during the months of July and January.
- B. Vacancies on a particular watch shall be made known to all personnel and will be filled by seniority subject to administrative approval.

- C. Shift change will be determined on a six (6) month rotation with a two (2) consecutive shift maximum. Officers having served two (2) consecutive shifts must select a different shift.
- D. To insure balanced training and experience of all officers, the Police Chief may direct any individual to serve one rotation on a specific shift, regardless of seniority.
- E. Any required work day of fewer than 12 hours, that is part of the Member's regular schedule, will be scheduled at the beginning or end of the Member's regular work week.

~~ARTICLE 28:~~**ARTICLE 25: WORKERS COMPENSATION SALARY  
CONTINUATION**

~~28.125.1~~ Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

~~28.225.2~~ If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

~~28.325.3~~ **Benefits:** During the six months or less period of disability, the employee who suffers such injury/illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

~~ARTICLE 29:~~**ARTICLE 26: MANAGEMENT RIGHTS**

~~29.126.1~~ It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.

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

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- E. Establish employee performance standards and to require compliance therewith.
- F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.
- G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.
- I. Take all necessary actions to not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

**ARTICLE 30:ARTICLE 27: SEPARABILITY**

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

~~ARTICLE 31:~~ARTICLE 28: SIGNATURES

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

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

Signature:	Title:	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

For the Carmel-by-the-Sea Police Officers Association:

Signature:	Title:	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____



## Carmel Police officers Association – Salary Table

For contract effective January 1, 2015 through December 31, 2016

3% increase effective January 1, 2015

3% increase effective January 1, 2016

[Insert new wage schedule]

### BASE SALARY effective January 1, 2015

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Community Services	3856	4081	4284	4498	4723	4865
Police Services Officer	4190	4400	4621	4852	5095	5247
Police Officer	5842	6135	6442	6765	7103	7314
Police Corporal	6142	6450	6773	7111	7466	7692
Police Sergeant	6924	7270	7634	8016	8417	8668

### BASE SALARY effective January 1, 2016

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Community Services	3972	4203	4412	4633	4864	5011
Police Services Officer	4316	4532	4759	4998	5248	5404
Police Officer	6017	6319	6635	6968	7316	7533
Police Corporal	6326	6643	6976	7324	7690	7923
Police Sergeant	7131	7488	7863	8257	8670	8929

X

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS**  
**EFFECTIVE: NOVEMBER 1, 2019**

<b>Non-Sworn: 2%</b>								
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>
Community Services Officer	P-1	Hourly:	\$ 25.79	\$ 27.30	\$ 28.65	\$ 30.08	\$ 31.59	\$ 32.54
		Monthly:	\$ 4,470.27	\$ 4,732.00	\$ 4,966.00	\$ 5,213.87	\$ 5,475.60	\$ 5,640.27
		Annual:	\$ 53,643.20	\$ 56,784.00	\$ 59,592.00	\$ 62,566.40	\$ 65,707.20	\$ 67,683.20
Police Services Officer	P-2	Hourly:	\$ 28.03	\$ 29.43	\$ 30.91	\$ 32.45	\$ 34.07	\$ 35.09
		Monthly:	\$ 4,858.53	\$ 5,101.20	\$ 5,357.73	\$ 5,624.67	\$ 5,905.47	\$ 6,082.27
		Annual:	\$ 58,302.40	\$ 61,214.40	\$ 64,292.80	\$ 67,496.00	\$ 70,865.60	\$ 72,987.20

<b>Sworn: 3%</b>								
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>
Police Officer	P-3	Hourly:	\$ 39.45	\$ 41.44	\$ 43.50	\$ 45.68	\$ 47.97	\$ 49.39
		Monthly:	\$ 6,838.00	\$ 7,182.93	\$ 7,540.00	\$ 7,917.87	\$ 8,314.80	\$ 8,560.93
		Annual:	\$ 82,056.00	\$ 86,195.20	\$ 90,480.00	\$ 95,014.40	\$ 99,777.60	\$ 102,731.20
Police Corporal	P-4	Hourly:	\$ 41.48	\$ 43.56	\$ 45.74	\$ 48.02	\$ 50.41	\$ 51.94
		Monthly:	\$ 7,189.87	\$ 7,550.40	\$ 7,928.27	\$ 8,323.47	\$ 8,737.73	\$ 9,002.93
		Annual:	\$ 86,278.40	\$ 90,604.80	\$ 95,139.20	\$ 99,881.60	\$ 104,852.80	\$ 108,035.20
Police Sergeant	P-5	Hourly:	\$ 46.76	\$ 49.09	\$ 51.56	\$ 54.13	\$ 56.84	\$ 58.55
		Monthly:	\$ 8,105.07	\$ 8,508.93	\$ 8,937.07	\$ 9,382.53	\$ 9,852.27	\$ 10,148.67
		Annual:	\$ 97,260.80	\$ 102,107.20	\$ 107,244.80	\$ 112,590.40	\$ 118,227.20	\$ 121,784.00

\*Step 6: Association members are eligible for a one-time 6th step in each classification, three percent (3%) longevity/merit increase, per POA MOU section 20.1.

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS**  
**EFFECTIVE: JULY 1, 2020**

<b>Non-Sworn: 1.5%</b>									
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>	
Community Services Officer	P-1	Hourly:	\$ 26.18	\$ 27.71	\$ 29.08	\$ 30.53	\$ 32.06	\$ 33.03	
		Monthly:	\$ 4,537.87	\$ 4,803.07	\$ 5,040.53	\$ 5,291.87	\$ 5,557.07	\$ 5,725.20	
		Annual:	\$ 54,454.40	\$ 57,636.80	\$ 60,486.40	\$ 63,502.40	\$ 66,684.80	\$ 68,702.40	
Police Services Officer	P-2	Hourly:	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94	\$ 34.58	\$ 35.62	
		Monthly:	\$ 4,931.33	\$ 5,177.47	\$ 5,437.47	\$ 5,709.60	\$ 5,993.87	\$ 6,174.13	
		Annual:	\$ 59,176.00	\$ 62,129.60	\$ 65,249.60	\$ 68,515.20	\$ 71,926.40	\$ 74,089.60	

<b>Sworn: 3%</b>									
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>	
Police Officer	P-3	Hourly:	\$ 40.63	\$ 42.68	\$ 44.81	\$ 47.05	\$ 49.41	\$ 50.87	
		Monthly:	\$ 7,042.53	\$ 7,397.87	\$ 7,767.07	\$ 8,155.33	\$ 8,564.40	\$ 8,817.47	
		Annual:	\$ 84,510.40	\$ 88,774.40	\$ 93,204.80	\$ 97,864.00	\$ 102,772.80	\$ 105,809.60	
Police Corporal	P-4	Hourly:	\$ 42.72	\$ 44.87	\$ 47.11	\$ 49.46	\$ 51.92	\$ 53.50	
		Monthly:	\$ 7,404.80	\$ 7,777.47	\$ 8,165.73	\$ 8,573.07	\$ 8,999.47	\$ 9,273.33	
		Annual:	\$ 88,857.60	\$ 93,329.60	\$ 97,988.80	\$ 102,876.80	\$ 107,993.60	\$ 111,280.00	
Police Sergeant	P-5	Hourly:	\$ 48.16	\$ 50.56	\$ 53.11	\$ 55.75	\$ 58.55	\$ 60.31	
		Monthly:	\$ 8,347.73	\$ 8,763.73	\$ 9,205.73	\$ 9,663.33	\$ 10,148.67	\$ 10,453.73	
		Annual:	\$ 100,172.80	\$ 105,164.80	\$ 110,468.80	\$ 115,960.00	\$ 121,784.00	\$ 125,444.80	

\*Step 6: Association members are eligible for a one-time 6th step in each classification, three percent (3%) longevity/merit increase, per POA MOU section 20.1.

**CITY OF CARMEL-BY-THE-SEA**  
**PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS**  
**EFFECTIVE: JULY 1, 2021**

<b>Non-Sworn: 1.5%</b>									
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>	
Community Services Officer	P-1	Hourly:	\$ 26.57	\$ 28.13	\$ 29.52	\$ 30.99	\$ 32.54	\$ 33.53	
		Monthly:	\$ 4,605.47	\$ 4,875.87	\$ 5,116.80	\$ 5,371.60	\$ 5,640.27	\$ 5,811.87	
		Annual:	\$ 55,265.60	\$ 58,510.40	\$ 61,401.60	\$ 64,459.20	\$ 67,683.20	\$ 69,742.40	
Police Services Officer	P-2	Hourly:	\$ 28.88	\$ 30.32	\$ 31.84	\$ 33.43	\$ 35.10	\$ 36.15	
		Monthly:	\$ 5,005.87	\$ 5,255.47	\$ 5,518.93	\$ 5,794.53	\$ 6,084.00	\$ 6,266.00	
		Annual:	\$ 60,070.40	\$ 63,065.60	\$ 66,227.20	\$ 69,534.40	\$ 73,008.00	\$ 75,192.00	

<b>Sworn: 4%</b>									
<b>Classification</b>	<b>Grade</b>	<b>Pay</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6*</b>	
Police Officer	P-3	Hourly:	\$ 42.26	\$ 44.39	\$ 46.60	\$ 48.93	\$ 51.39	\$ 52.90	
		Monthly:	\$ 7,325.07	\$ 7,694.27	\$ 8,077.33	\$ 8,481.20	\$ 8,907.60	\$ 9,169.33	
		Annual:	\$ 87,900.80	\$ 92,331.20	\$ 96,928.00	\$ 101,774.40	\$ 106,891.20	\$ 110,032.00	
Police Corporal	P-4	Hourly:	\$ 44.43	\$ 46.66	\$ 48.99	\$ 51.44	\$ 54.00	\$ 55.64	
		Monthly:	\$ 7,701.20	\$ 8,087.73	\$ 8,491.60	\$ 8,916.27	\$ 9,360.00	\$ 9,644.27	
		Annual:	\$ 92,414.40	\$ 97,052.80	\$ 101,899.20	\$ 106,995.20	\$ 112,320.00	\$ 115,731.20	
Police Sergeant	P-5	Hourly:	\$ 50.09	\$ 52.58	\$ 55.23	\$ 57.98	\$ 60.89	\$ 62.72	
		Monthly:	\$ 8,682.27	\$ 9,113.87	\$ 9,573.20	\$ 10,049.87	\$ 10,554.27	\$ 10,871.47	
		Annual:	\$ 104,187.20	\$ 109,366.40	\$ 114,878.40	\$ 120,598.40	\$ 126,651.20	\$ 130,457.60	

\*Step 6: Association members are eligible for a one-time 6th step in each classification, three percent (3%) longevity/merit increase, per POA MOU section 20.1.



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

December 3, 2019  
PUBLIC HEARINGS

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

**SUBMITTED BY:** Marc Wiener, AICP - Director, Planning & Building

**APPROVED BY:** Chip Rerig, City Administrator

**SUBJECT:**

Ordinance 2019-002 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and adopt Resolution 2019-077 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

## RECOMMENDATION:

**Staff recommends the City Council continue this item to a future date to be determined with the public hearing to be re-noticed for that new date.**

Introduce Ordinance 2019-002 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2019 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments; and adopt Resolution 2019-077 approving Standard Operating Guidance Procedures (SOG 17-07) for private stormwater drainage systems.

## BACKGROUND/SUMMARY:

The State of California, Building Standards Commission (CBSC), under CCR Title 24 establishes the minimum standards for building construction, fire safety and prevention, and public health and safety in the built environment throughout the State. The CBSC updates the Title 24 codes on a triennial cycle, with periodic updates as deemed necessary by the Commission between triennial updates. The CBSC has adopted the 2019 edition of the California Building, Residential, Fire, Electrical, Plumbing, Mechanical, Green Building, Energy, Historic Building and Existing Building Codes effective January 1, 2020. Local jurisdictions are required to begin enforcing the updated codes on that same date. The proposed Ordinance adopts the codes enumerated in CCR Title 24 as required by the CBSC, and includes local amendments to Title 15 of the Municipal Code addressing unique conditions and circumstances in the City of Carmel-by-the-Sea.

On October 8, 2019, the City Council considered this Ordinance and continued it to November 5, 2019,

with direction to hold a special workshop, to include the Mayor and Vice Mayor, in order to discuss proposed modifications. At the November 5, 2019 City Council meeting, since a workshop had not been held, the City Council continued the item to December 3, 2019.

At this time, the item will be continued, and re-noticed appropriately, until after a workshop can be held.

**FISCAL IMPACT:**

None for this action

**PRIOR CITY COUNCIL ACTION:**

On October 8, 2019, the City Council continued this item to the November 5, 2019 meeting.

On November 5, 2019 the City Council continued this item to the December 3, 2019 meeting.

**ATTACHMENTS:**



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

December 3, 2019  
PUBLIC HEARINGS

<b>TO:</b>	Honorable Mayor and City Council Members
<b>SUBMITTED BY:</b>	Marc Wiener, AICP - Director, Planning & Building
<b>APPROVED BY:</b>	Chip Rerig, City Administrator
<b>SUBJECT:</b>	Introduce Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts.

## RECOMMENDATION:

Introduce Ordinance 2019-003 amending Carmel Municipal Code (CMC) Chapters 17.08, 17.14, 17.28, 17.68 and 17.70 to establish regulations for transient rentals in the Commercial and Multi-Family Zoning Districts and to prohibit the advertising of unpermitted transient rentals within all Zoning Districts.

## BACKGROUND/SUMMARY:

On March 5, 2019, the City Council first reviewed the City's regulations on transient rentals in the Commercial and Multi-Family Zoning Districts and directed staff to continue studying the issue and report back with additional information. The City Council considered the issue at the June, July, September, October and November 2019 meetings. Based on direction provided at these meetings, an Ordinance was drafted that creates the following two types of transient rental units:

*Transient Rental, Legal Nonconforming:* All of the existing permitted units are to be classified as legal nonconforming, and the use shall run with the land, not the property owner. The City Council recommended that these units be exempted from the standard 6-month abandonment clause that applies to legal nonconforming uses.

*Transient Rental, Rental Housing Incentive:* The City Council supported allowing new transient rentals as an incentive for the creation of new rental housing units, and as such, recommended a program that permits one transient rental unit in exchange for the creation of three rental units. One of the units shall be rented as "low-income" and the other as "moderate-income" as defined by the Association of Monterey Bay Area Governments. One of the three rental units may be market rate. Two of the rental units must be a minimum size of 650 square feet.

On November 5, 2019, the City Council reviewed a draft Ordinance and associated Zoning Code amendments, and continued the item with a request that the program be modified to establish an amortization period for the legal nonconforming units, rather than allowing in perpetuity, which was the

previous direction. Staff has revised the Ordinance to establish an amortization period of 30 years. In working with the City Attorney, it was determined that this should be sufficient to protect the City from potential legal action related to this regulation. As an alternative, staff has also provided the option to adopt the Ordinance with no amortization, as it was presented at the November 2019 meeting.

### **STAFF ANALYSIS:**

In drafting this Ordinance, two of the primary policy questions that the City Council has considered are whether there should be an amortization period for the legal nonconforming transient rentals, and whether the City's 6-month abandonment provision of nonconforming uses should apply. With regard to amortization, the Ordinance may be adopted with either Option #1, which includes a 30-year amortization period, or Option #2, with no amortization and to be allowed in perpetuity. As presented at the May 2019 City Council meeting, when the Planning Commission reviewed the draft Ordinance back in 2019, it unanimously recommended that it be adopted with an amortization period to be determined by staff and the City Council.

With regard to the 6-month abandonment clause, based on previous City Council direction the draft Ordinance exempts legal nonconforming transient rentals from this provision, if replaced by non-transient residential uses. The purpose of providing this exemption is to ensure that property owners still have the option to rent and/or retain long-term tenants, without the potential penalty of losing their transient rental permit.

### **ALTERNATIVES:**

Staff recommends that the City Council adopt the Ordinance 2019-003 (Attachment 1). The City Council may make minor non-substantive modifications to the draft Zoning Code amendments at this meeting. As an alternative, the City Council may continue this item to make more substantial modifications.

### **ENVIRONMENTAL REVIEW:**

The proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of this ordinance is exempt from CEQA.

### **FISCAL IMPACT:**

As of November 2018, the City has collected approximately \$75,000 in transient occupancy tax revenue from transient rental units.

### **PRIOR CITY COUNCIL ACTION:**

The City Council last reviewed this item on November 5, 2019, and directed staff to return with specific modifications.

### **ATTACHMENTS:**

Attachment #1 - Ordinance



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

**ORDINANCE NO. 2019-003**

**AN ORDINANCE AMENDING CARMEL MUNICIPAL CODE (CMC) CHAPTERS 17.08, 17.14, 17.28, 17.68 AND 17.70 TO ESTABLISH REGULATIONS FOR TRANSIENT RENTALS IN THE COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS AND TO PROHIBIT THE ADVERTISING OF UNPERMITTED TRANSIENT RENTALS WITHIN ALL ZONING DISTRICTS.**

WHEREAS, Pursuant to Ordinance 96, the City of Carmel-by-the-Sea is determined to be primarily, essentially and predominantly a residential City, wherein business and commerce have in the past, are now, and are proposed to be in the future subordinated to its residential character; and

WHEREAS, there has been a recent proliferation of transient rentals in the downtown area including the Commercial and Multi-Family Zoning Districts; and

WHEREAS, the City's General Plan – Housing Element includes several policies that promote preserving housing, including a policy to preserve and expand affordable and rental housing opportunities to enable local employees such as teachers, police, fire fighters and other City personnel to live in the community where they work; and

WHEREAS, in 2017, the State Legislature passed the Housing Package which consisted of 15 bills intended to promote and streamline housing production. Additional housing bills have since been passed and went into effect in January 2019; and

WHEREAS, the recently adopted housing bills provide a legislative intent declaring that there is a severe statewide shortage of both market-rate and affordable housing supply; and

WHEREAS, the State Department of Housing and Community Development has conducted a Housing Needs Assessment and determined that an additional 1.8 million units need to be constructed by 2025 in order to meet population growth demands, and average housing production over the past 10 years is less than half of this target need; and

WHEREAS, the conversion of long-term rental units into transient rentals eliminates some of the most affordable housing in the City and conflicts with the City's General Plan as well as a State mandate to preserve and increase housing supply; and

WHEREAS, the City's Zoning Ordinance is also its Local Coastal Program; and

WHEREAS, the City certifies that the amendments are intended to be carried out in a manner fully in conformance with the Coastal Act; and

WHEREAS, this ordinance is an amendment to titles 17.08, 17.14, 17.28, 17.68 and 17.70 of the City's Zoning Ordinance/Local Coastal Implementation Plan and requires certification by the California Coastal Commission; and

WHEREAS, on March 5, 2019, the City Council held a duly noticed public hearing and received a report on transient rentals in the City's Commercial and Multi-Family Zoning Districts and directed staff to prepare an ordinance to prohibit such use in these Districts; and

WHEREAS, on April 10, 2019, the Planning Commission held a duly noticed public hearing and received a report on transient rentals in the City's Commercial and Multi-Family Zoning Districts and made recommendations to the City Council; and

WHEREAS, on June 4, 2019, July 2, 2019 and September 10, 2019 the City Council held duly noticed meetings and received reports on transient rentals in the City's Commercial and Multi-Family Zoning Districts and directed staff to prepare an ordinance to regulate such use in these Districts; and

WHEREAS, on October 10, 2019, the City Council held a duly noticed public hearing on transient rentals in the City's Commercial and Multi-Family Zoning Districts and continued the item for further discussion; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing on transient rentals in the City's Commercial and Multi-Family Zoning Districts and continue with the item with direction for modification; and

WHEREAS, on December 3, 2019, the City Council held a duly noticed public hearing on transient rentals in the City's Commercial and Multi-Family Zoning Districts; and

WHEREAS, this Ordinance was found to be exempt from environmental review, per the provisions of Section 15061(b)(3) of the California Environmental Quality Act (CEQUA) of 1970 as amended;

WHEREAS, the City Council finds that this ordinance is necessary to preserve the housing stock in the Commercial and Multi-Family Zoning Districts.

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

**SECTION 1.** Title 15 of the Municipal Code of the City of Carmel-by-the-Sea is amended as shown in Exhibit "A" attached hereto and incorporated herein. All previous amendments not identified and revised in Exhibit "A" will remain in effect.

**SECTION 2.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3, Severability.** If any section, subsection, or part of this Ordinance is held to be invalid or unenforceable, all other sections, subsections, or parts of subsections of this ordinance shall remain valid and enforceable.

**SECTION 4, Effective Date.** This Ordinance shall be in full force after its final passage and adoption with an effective date of \_\_\_\_\_, 2019.;

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA**  
this \_\_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Dave Potter  
Mayor

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk

## EXHIBIT A

### Chapter 17.08

#### RESIDENTIAL ZONING DISTRICTS

(Latest Modifications Highlighted in Yellow)

#### 17.08.060 Prohibited Uses.

Uses such as transient bed and breakfast, hostel, hotel, inn, lodging, motel, hotel, resort and other transient lodging uses for remuneration, are prohibited in the residential **Single-Family Residential (R-1) district** districts, except as otherwise permitted by this code.

A. Liability and Enforcement. Any person acting as agent, real estate broker, real estate sales agent, property manager, reservation service or otherwise who arranges or negotiates for the use of residential property in violation of the provisions of this section is guilty of an infraction for each day in which such residential property is used, or allowed to be used, in violation of this section.

B. Infractions. Any person who uses, or allows the use of, residential property in violation of the provisions of this section is guilty of an infraction for each day in which such residential property is used, or allowed to be used, in violation of this section. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

#### 17.08.040 Land Use Regulations.

Schedule II-1 Land Use Regulations for Residential Districts			
P = Permitted Use L = Limitations Apply C = Conditional Use Permit Required	R-1	R-4	Additional Regulations
<b>Residential</b>			See CMC <a href="#">17.08.060</a>
Single-Family	P	P	See CMC <a href="#">17.08.050</a> (E), (H)
Accessory Dwelling Units			See CMC <a href="#">17.08.050</a> (G)
Accessory Dwelling Unit, Interior	P	P	
Accessory Dwelling Unit, New Structure	P	P	
Class I Accessory Dwelling Unit	P	-	

<b>Schedule II-1 Land Use Regulations for Residential Districts</b>			
<b>P = Permitted Use L = Limitations Apply C = Conditional Use Permit Required</b>	<b>R-1</b>	<b>R-4</b>	<b>Additional Regulations</b>
Class II Accessory Dwelling Unit	P	–	
Studio	P	P	
Guesthouse (Noncommercial)	C	–	See CMC <a href="#">17.08.050(C)</a>
Multifamily Dwellings			See CMC <a href="#">17.08.050(F)</a>
0 – 22 dwelling units/acre	–	P	
22 dwelling units/acre	–	C	
Senior Citizen Housing	L-5	P	
Family Day Care			
Small Family	L-5	P	
Large Family	–	C-4	See CMC <a href="#">17.08.050(B)</a>
Group Residential	–	C	
<b><u>Transient Rental, Legal Nonconforming</u></b>	–	<b><u>L-6</u></b>	<b><u>Chapter 17.68 CMC, Other Use Classifications, See Nonconforming Definition</u></b>
<b><u>Transient Rental, Housing Incentive</u></b>	–	<b><u>L-7</u></b>	<b><u>See CMC 17.14.040 (W)(b).</u></b>
<b>Specific Limitations and Conditions</b>			
<p>1. Limited to advertising, consumer credit reporting, secretarial and court reporting, equipment maintenance and repair, personnel supply services, and nonretail computer services and repair.</p> <p>2. Allowed only on existing quasi-public use sites established prior to December 1, 1980, or added as an accessory use to such existing uses.</p> <p>3. Limited to existing units established prior to January 1, 1967, and/or authorized by a use permit issued between 1967 and 1990. *Note: These provisions approved by voter referendum.</p> <p>4. Limited to existing commercial spaces established prior to 1993 and occupied by commercial uses continuously since that time.</p> <p>5. Limited to occupancy within a single-family residence.</p> <p><b><u>6. Limited to permits approved prior to the adoption of Ordinance 2019-003.</u></b></p> <p><b><u>7. Limited to transient rental units approved through the issuance of a conditional use permit as an incentive for the creation of new housing units. See CMC 17.14.040 (W)(b).</u></b></p>			

Chapter 17.14  
COMMERCIAL ZONING DISTRICTS<sup>1</sup>

**17.14.030 Land Use Regulations.**

<b>Residential/Public and Semipublic</b>				
Colleges and Trade Schools	P	P	P	
Community Centers	C	C	C	
Conference Facilities, Small	C	C	C	
Community Social Service Facility	P	P	P	
Family Day Care				See CMC <a href="#">17.08.050(B)</a>
Small Family	–	–	P	
Large Family	–	C	C	
Libraries, Public	P	P	P	
Multifamily Dwellings				See CMC <a href="#">17.14.040(N)</a>
0 – 22 dwelling units/acre	P	P	P	
23 – 33 dwelling units/acre	C	C	C	
34 – 44 dwelling units/acre	C	C	C	Chapter <a href="#">17.64</a> CMC, Findings Required for Permits and Approvals
45 – 88 dwelling units/acre	C	C	C	Chapter <a href="#">17.64</a> CMC, Findings Required for Permits and Approvals
<b><u>Transient Rental, Legal Nonconforming</u></b>	<b><u>L-7</u></b>	<b><u>L-7</u></b>	<b><u>L-7</u></b>	<b><u>Chapter 17.68 CMC, Other Use Classifications, See Nonconforming Definition</u></b>
<b><u>Transient Rental, Housing Incentive</u></b>	<b><u>L-8</u></b>	<b><u>L-8</u></b>	<b><u>L-8</u></b>	<b><u>See CMC 17.14.040 (W)(b).</u></b>
<b>Specific Limitations and Conditions:</b>				
L-1: Limited to advertising, consumer credit reporting, secretarial court reporting, equipment maintenance and repair, personnel supply services, and nonretail computer services and repair.				
L-2: Allowed only as accessory use to gasoline stations and limited to a maximum of 300 square feet. No sales of alcohol are permitted. See CMC <a href="#">17.14.040(D)(2)</a> and (J)(2).				
L-3: Any establishments with activities generating noise, odors, deliveries by large vehicles, high traffic by customers, or requiring large storage needs are not permitted.				
L-4: Limited to offices for the following categories: operators of nonresidential buildings, apartment buildings, dwellings, real estate agents and managers, and title companies.				
L-5: Limited to sites that are already developed with a single-family dwelling, or that were originally developed as, or used as, a single-family dwelling but have since been converted to another use. Existing single-family dwellings can be maintained, altered, repaired and/or redeveloped. R-1 district floor area ratio standards shall apply to these sites.				
L-6: Subject to the same regulations as apply to other family residential dwellings in the same zone.				
<b><u>L-7: Limited to permits approved prior to the adoption of Ordinance 2019-003.</u></b>				
<b><u>L-8: Limited to transient rental units approved through the issuance of a conditional use permit as an incentive for the creation of new housing units. See CMC 17.14.040 (W)(b).</u></b>				

### **17.14.040 Additional Use Regulations.**

#### V. Travel Services.

1. Only office uses are allowed.

W. Transient Rentals. With the exception of lawfully permitted hotels, motels and transient rentals, transient lodging of residential dwellings for remuneration is prohibited in the CC, SC and RC Districts. Permitted transient rentals are limited to the following:

#### **Option #1 (Amortization Option):**

1. Transient Rental, Legal Nonconforming. Transient rental units permitted prior to the effective date of Ordinance 2019-003 are classified as a legal nonconforming use as defined in CMC 17.68.090. **Transient rental permits shall expire 30 years from the date of issuance** and the 6-month abandonment provisions contained in CMC 17.36 shall not apply.

#### **Option #2 (Perpetuity Option):**

1. Transient Rental, Legal Nonconforming. Transient rental units permitted prior to the effective date of Ordinance 2019-003 are classified as a legal nonconforming use as defined in CMC 17.68.090. **Transient rental permits are allowed in perpetuity** and the 6-month abandonment provisions contained in CMC 17.36 shall not apply.
2. Transient Rental, Housing Incentive. Transient rental units are permitted in the CC, SC, RC and R-4 Districts as an incentive for the creation of new rental housing units. One transient rental unit is permitted for the creation of three new rental units; one of the new units on the site shall be rented as “low-income” and the second unit shall be rented as “moderate income” as defined in CMC 17.70.020. The third rental unit may be rented at market rate.
  - a. Rental units created through this incentive program are subject to the density provisions identified in CMC 17.14.030.
  - b. Two of the rental units must be a minimum of 650 square feet in size.
  - c. The transient rental may be located at the same site as the three new rental units, or elsewhere within the CC, SC, RC or R-4 Districts.
  - d. Transient rentals permitted as an incentive require the issuance of a conditional use permit, must be maintained at the original site of approval, and are not classified as legal nonconforming as defined in CMC 17.68.090.
  - e. Transient rentals require one off-street parking space per unit in all districts.

**Division IV. Provisions Applying in All or Several Districts**

Chapter 17.28

GENERAL SITE REGULATIONS AND STANDARDS FOR SPECIFIC USES

Sections:

- [17.28.010](#) Timeshare Projects.
- [17.28.020](#) Noise from Electrical and Mechanical Equipment.
- [17.28.030](#) Regulations Incorporated from Other Titles.
- [17.28.040](#) Advertising of Transient Rentals

17.28.040 Advertising of Unpermitted Transient Rentals.

(a) No responsible party shall post, publish, circulate, broadcast or maintain any advertisement of an unpermitted transient rental.

(b) For purposes of this section the following words and phrases shall have the meaning respectively ascribed to them by this section.

1. "Advertisement" means any announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, Internet website, platform or application, any form of television or radio broadcast or any other form of communication whose primary purpose is to propose a commercial transaction.

2. "Responsible party" means any property owner or tenant, or any agent or representative thereof, who causes or permits any violation of this Code. To cause or permit includes failure to correct after receiving notice from the City of the violation. A responsible party does not include online hosting platforms/companies.

3. "Transient" is a period of time less than 30 consecutive days as defined in Municipal Code Section 17.70.020 of the Carmel-by-the-Sea Municipal Code.

(c) Each day that an advertisement is posted, published, circulated, broadcast or maintained by a responsible party in violation of this section is a separate offense.



## Division VI. Classifications, Terms and Definitions

### Chapter 17.68 USE CLASSIFICATIONS

#### 17.68.030 Residential Use Classifications.

##### Residential Housing Types.

*Multifamily Dwelling.* A building or group of buildings on a single building site that contains two or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.

*Senior Citizen Housing.* Housing provided for senior citizens as defined by the State of California (California Civil Code Section [51.3](#)).

*Transient Rental.* Any residential unit that is occupied for the purposes of sleeping, lodging, or similar reasons for a period of less than 30 consecutive days in exchange for a fee or similar consideration. The permit runs with the land and these units are required to pay transient occupancy tax and are classified as a Group R-1 occupancy if the site contains more than one transient rental unit (CMC 15.04.020 (16)).

*Transient Rental, Legal Nonconforming.* Transient rentals permitted prior to the adoption of Ordinance 2019-003 that are classified as a legal nonconforming use as defined in CMC 17.68.090 and are subject the provisions of CMC 17.36 with the following exception: Lawfully permitted transient rentals approved prior to the adoption of Ordinance 2019-003 that are replaced by non-transient residential uses shall not be considered abandoned and may be reestablished at any time.

*Transient Rental, Housing Incentive.* Transient rentals that are permitted on sites in the CC, SC, RC and R-4 Districts as an incentive for the creation of new rental housing units, in accordance with the provisions contained in CMC 17.14.040 (W)(b). These units are permitted through the issuance of a conditional use permit, must be maintained at the original site of approval, and are not classified as legal nonconforming.

Chapter 17.70  
LIST OF TERMS AND DEFINITIONS<sup>1</sup>

**17.70.020 Definitions.**

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Transient. A period of time less than 30 consecutive days.

**Transient Rental. Any residential unit that is occupied for the purposes of sleeping, lodging, or similar reasons for a period of less than 30 consecutive days in exchange for a fee or similar consideration. These units are required to pay transient occupancy tax and are classified as a Group R-1 occupancy if the site contains more than one transient rental unit (CMC 15.04.020 (16)).**