



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

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

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

REGULAR MEETING Tuesday, October 5, 2021

Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and well-being of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website ONLY.

**Click the following link to attend via Zoom (or copy and paste link in your browser);
<https://ci-carmel-ca-us.zoom.us/j/81245168639?>; Meeting ID: 812 4516 8639 Passcode:
145768 ; dial +1 253 215 8782**

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

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

OPEN SESSION

EXTRAORDINARY BUSINESS

- A.** Legislative Update from Senator Laird
- B.** California American Water Presentation

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

ANNOUNCEMENTS

CONSENT AGENDA

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

1. Monthly Reports for August: 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
2. August 2021 Check Register Summary
3. September 7, 2021 Special Meeting Minutes and September 7, 2021 Regular Meeting Minutes
4. Adopt Resolution 2021-058 ratifying current Board and Commission members terms to align with updates to Chapters 2.28, 2.32, 2.36, 2.72 and 2.74 of the Carmel Municipal Code changing the annual term expiration date from September 30 to April 30.
5. Resolution 2021-059 approving the City of Carmel-by-the-Sea Section 115 Post Employment Benefits Trust Investment Guidelines Policy
6. Resolution 2021-061, Authorizing the City Administrator to Execute a Contract with Tope's Tree Service for a not-to-exceed amount, including a 5% contingency, of \$58,275 to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project
7. Resolution 2021-063 awarding a Professional Services Agreement to Sytech Solutions, for a not-to-exceed fee of \$79,750, to scan and electronically digitize hard copy property files.
8. Resolution 2021-065 authorizing the City Administrator to sign a Memorandum of Understanding with the Monterey Regional Waste Management District and Member Agencies regarding Assistance with Compliance with California Senate Bill 1383
9. Resolution 2021-066 authorizing the City Administrator to execute Change Order No. 3 to the contract with Tope's Tree Service for on-call tree maintenance services for a not to exceed amount of \$65,000 and extending the term through June 30, 2022.

ORDERS OF BUSINESS

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

10. Consideration of Resolution 2021-060 to appoint Brian Uhler as Interim Public Safety Director/Police Chief (Retired Annuitant) effective October 6, 2021
11. Consideration of Ordinance 2021-003 (First Reading) amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property
12. First reading of a draft ordinance amending Chapter 17.40 of the Carmel Municipal Code related to signs.

13. Consideration of extending the mandatory removal date for temporary parklets and temporary outdoor seating beyond October 12th, 2021

PUBLIC HEARINGS

14. Consideration of a request to declare Exempt Surplus Right-of-Way and Vacating 1,103.15 square feet of Public Land across two legal lots located on the north side of 8th Avenue between Junipero and Mission

FUTURE AGENDA ITEMS

ADJOURNMENT

15. Correspondence and documents received after posting of agenda

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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



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

October 5, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Britt Avrit, City Clerk

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports.

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

The invoice submitted by Peninsula Messenger Service for the month of August shows **XXX** residents are receiving mail delivery service.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Monthly approvals.

ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log
- Attachment #2 - CPB Monthly Report
- Attachment #3 - Police, Fire, and Ambulance Reports
- Attachment #4 - Public Records Act Requests
- Attachment #5 - Public Works Report for August 2021

City Administrator Contract Log
FY 2020-2021

Contractor	Contract Amount	Purpose
Conti LLC	\$5,300.00	Equipment and programming for web conferencing
J4 Systems Inc	\$23,008.70	IT Server Migration
TEK4GOV	\$3,900.00	IT Security consulting services
Dasher Technologies	\$24,967.26	Artic Wolf Security Program
Dudek	\$24,500.00	On Call Environmental Services
Rincon Consultants, Inc	\$24,500.00	On Call Climate Services
LSA Assoc. Inc	\$19,990.00	Greenhouse gas emissions analysis tech support



CITY OF CARMEL-BY-THE-SEA

Monthly Report

August 2021

Community Planning and Building Department

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Margi Perotti, Administrative Coordinator

SUBMITTED ON: September 2, 2021

APPROVED BY: Brandon Swanson, Community Planning & Building Director

JULY 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In August of 2021, **34** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In August of 2021, **36** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In August of 2021, **5** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In August of 2021, **25** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the August 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to August 2020 totals. As shown in the table, in 2021 there was a **32% increase** in planning permit applications, a **2% decrease** in building permit applications, **61% decrease** in code compliance cases, and a **22% decrease** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	228	347	106	244
2021 Totals	302	340	41	190
% Difference	32%	-2%	-61%	-22%



Planning Permit Report

8/1/2021 - 08/31/2021

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
21311	Historic Evaluation	Historic Evaluation	San Carlos 7 SW of 13th	8/31/2021		In Review
21310	Historic Evaluation	Historic Evaluation – wants to replace windows.	Northeast corner of Forest and Oak Knoll Way			In Review
21309	Historic Evaluation	Phase 1 Evaluation	Junipero St, 3 NE of 12th	8/27/2021		In Review
21308	Use Permit	Use permit for a retail shop focusing on packaged chocolate bars	Ocean Avenue 4 SW of Dolores, Unit C			In Review
21307	Design Study	Remove existing plantings not listed in landscaping plan, transplant 1 large flax to area on plan sheet; remove existing irrigation lateral lines, excavate soil for new water feature; pour concrete pad for hot tub at homeowner selected location; install 16 new luminaire step lights in new steps around property. Install new low voltage transformer; Install new irrigation, new plants, grasses, shrubs and trees, install outdoor fire pit. New entrance gate and side gates, new flagstone flatwork from street to front door and reconfigure fieldstone walls in front entryway by increasing height to accommodate new flagstone elevation. New planter box at front and rear, approximately 82 linear feet of new walls to be constructed	NE corner of Santa Rita and 5th Avenue "Cornerstone"	8/26/2021		In Review
21306	Design Study	Revision to approved plans - remove 3 windows from east (rear) 2 - Revise laundry room configuration (interior); 3) Add 1 window to south elevation at g. bath, 1st floor, 4) revise skylight locations and reduce	Monte Verde 3 SE of 11th	8/26/2021		In Review

		grass areas 5) Substitute (darker) color of vertical cedar siding at west and portion of north elevation at 2nd floor elevation				
21305	Preliminary Site Assessment	Preliminary Site Assessment for proposed Track 2 Design Study	Monte Verde Street 3 SW of 13th Avenue	8/27/2021		In Review
21304	Historic Determination	Casanova St, 4 SW of 4th	Casanova 4 southwest of 4th	8/25/2021		Closed
21303	Design Review	Integration of New Transformer on West side of Property	Camino Real at Eight Street			In Review
21302	Business License	Adjacent space for new business – taking two store fronts	2nd space - Biason Building 3 Mission between 5th and 6th, Suite C	8/24/2021		In Review
21301	Business License	Virtual Professional Services via Zoom	Dolores between 5th and 6th - Su Vecino Courtyard (2nd Floor) Space #4			In Review
21300	Design Study	Approval of this Design Study authorizes the installation of new 8'x14' "Sundance Lean-To" style shed by Tuff Shed located on the southwest corner of Ocean and Forest (Block 83, Lot 1, APN 010-041-001). The shed shall be installed in accordance with the approved plan received on August 23, 2021, and approved on August 25, 2021 on file in the Community Planning & Building Department unless modified by the conditions of approval herein.	SWC Ocean and Forest	8/23/2021	8/25/2021	Approved
21299	Historic Determination	Historic Evaluation	San Antonio 3 NW of Santa Lucia	8/25/2021		In Review
21297	Design Study	Remodel of existing 1,574 SF house, 274 SF attached garage and 225 SF addition. Remodel Kitchen, bathrooms, laundry. Replace roof, siding, doors and windows.	4 th Avenue, 2 NE Lobos	8/19/2021		Corrections Required
21296	Landscape Plan Check/Inspection	Replace landscape with new drought sensitive plants. Remove 2,697 SF impervious, replace with 1,351 SF pervious surfaces	San Antonio 4 SE of 13th	8/19/2021		In Review

21295	Landscape Plan Check/Inspection	New Drip irrigation system, new landscape with drought tolerant and deer resistant plants	Santa Rita 6 SE of Ocean Avenue	8/19/2021		In Review
21294	Banners	Installations of banners along Ocean Ave to prepare for the 75th anniversary season. Banners are proposed to use all 10 banner poles along Ocean Ave and 2 banner poles at Sunset Center during the following times: February 12, 2022 - February 21, 2022, March 12, 2022 - March 21, 2022, April 9, 2022 - April 18, 2022, and May 7, 2022 - May 16, 2022.	Ocean Ave between Monte Verde & Junipero	8/19/2021		In Review
21293	Design Study	Replace 1 sliding patio door with French Door; Replace 1 window with French Door; Replace all roof gutters with new painted aluminum gutters. Gutter color to be bronze.	Santa Fe 3 NW of 3rd	8/31/2021		In Review
21292	Business License	Golf Clubs and Retail	Biason building 3 Mission bet 5th and 6th Suite B and Suite C	8/18/2021		In Review
21291	Design Study	Demo (E) SFD and Build 2 story SFR with detached 1 car garage and ADU at Lower Level	Scenic 3 SW of Ocean	8/31/2021		In Review
21290	Authorized Work	Replace existing garage door with new garage door.	Camino Real 13 NE 4th, "Earth"	7/23/2021	7/26/2021	Approved
21289	Design Review	Remove (1) Existing antenna random enclosure. Install (1) new 4'-0" Dia. (10'-0" tall) antenna random enclosure. Install antenna random enclosure. Install (1) new commscope TPMSC Multi-sector cluster mount. Install (3) New 2" STD mounting pipes (3'-0" long) · Install (3) new Verizon wireless SUB6 Antennas · Install (2) New Verizon Wireless 6627 Raycaps, (1) at equipment level and (1) at	SEC Ocean Avenue & San Carlos - Doude Arcade			In Review
21288	Sign	New Business Sign	Dolores 3 SE of 5th	8/16/2021		In Review
21287	Sign	Relocating existing sign to new store location	Ocean 5 SW of Mission	8/13/2021		In Review

21286	Design Review	This approval of Design Review (DR 21-286) authorizes the installation of a 6'x12' 8' tall redwood arbor located at the rear of the property between the Administration Building and the Outcalt Building on the site of the Carmel Foundation as depicted in the application materials dated approved by Community Planning & Building on August 30, 2021	SE Corner of Lincoln and 8th	8/13/2021	8/30/2021	In Review
21285	Business License	<p>This business license BL 21-285 (Midtown Surf Shop) authorizes use of a 1,350 square foot commercial space retailing surfing accessories and apparel.</p> <p>Primary Use: This use is classified as a Sporting Goods Store (NAICS 451110):</p> <p>I. This industry comprises establishments primarily engaged in retailing new sporting goods, such as bicycles and bicycle parts; camping equipment; exercise and fitness equipment; athletic uniforms; specialty sports footwear; and other sporting goods, equipment, and accessories.</p> <p>II. These uses may be combined with apparel stores</p>	SW Corner of 5th and San Carlos	8/11/2021	8/30/2021	Approved
21284	Business License	Design-Building Architecture and Construction Company	NE Corner of Ocean and San Carlos	8/11/2021		In Review
21283	Preliminary Site Assessment	Construction of a new two story single family home, approximately 1,248 SF in size, on a vacant lot. Construction of a detached one car garage, 287.5 sf with an ADU above, 264.5 SF in size. Various site improvements including a new driveway, fire pit, hardscape, deck and fencing	Casanova 2 NW of 13th	8/11/2021		In Review
21282	Business License	Wine Tasting and Sales	West side of Mission between 5th and 6th Avenues	8/9/2021		Corrections Required

21281	Business License	Retail sales of finished chocolate bars, packaged tea and small craft items	Ocean Avenue 4 SW of Dolores, Unit C	8/9/2021		Corrections Required
21280	Business License	<p>1. This business license authorizes the use of a first-floor retail space offering the following goods and services:</p> <p>a. Primary Use: This use is classified as a as a "Specialty and Theme Store" (CMC 17.68). A theme store may combine merchandise lines from several classifications with all merchandise organized around a central concept or idea. All merchandise shall be centered around the theme of Eastern Arts, Buddhism, Healing, and Meditation.</p> <p>b. The business, and merchandise offered for sale, shall be consistent with the representations made on the business license application as well as the written business description emailed to the Community Planning & Building Department on August 5, 2021.</p> <p>c. The use shall maintain a full line of items related to the theme ("a", above) such as clothing, cushions, bells and books. The use shall not be an "Art Gallery" as a primary use, as defined in CMC 17.68.</p>	Mission between 5th and 6th Bldg. B	8/5/2021	8/26/2021	Approved
21279	Sign	New Business Sign	West side of Mission between 5th and 6th	8/5/2021		In Review
21277	Sign	New sign for 2nd store location	SWC Ocean and Mission	8/2/2021		In Review
21276	Landscape Plan Check/Inspection	New mulch paths, planting, landscape lighting, fencing, and drip irrigation	SEC Lopez and 2nd	8/26/2021		In Review

Total Records: 34

9/2/2021



Building Permit Report

08/01/2021 - 08/31/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210373	8/30/2021		Residential. Legalize existing water fixtures.	5,000	Plumbing	Lopez 2 NW of 4th
210372	8/30/2021	8/30/2021	Residential. Remove & replace water heater. Install Bradford White 50 gallon natural gas water heater. Contact: A&R Plumbing (831) 394-7221	2,000	Plumbing	8th 2 SE of Junipero
210371	8/30/2021		Residential. Install a Generac 22KW whole home generator with a Generac 200amp automatic transformer switch. Run a 1" gas line from meter to generator. Contact: Chris Wilson Plumbing (831) 393-9321	11,860	Mechanical	Casanova 5 SW of 8th
210370	8/30/2021	8/30/2021	Residential. Installation of new exterior metal deck railing. Contact: Richard Frye (831) 596-5881	9,500	Building	SW Corner of Carmelo & 6th
210369	8/26/2021		Removing existing deck and rebuilding slightly larger. Contact: Hare Construction (831) 655-9507	20,000	Building	San Antonio 7 NE of Ocean
210368	8/24/2021		Residential. Existing Garage To Be Demolished & Re-built (220 s.f.). Contact: Barak Construction (831) 917-8016	70,000	Building	Scenic 7 SW of Ocean
210367	8/24/2021	8/26/2021	Residential. Remove (e) arbor, cut out existing brick wall to size of new pillars, dig footing, pour footings as per plan. Install CMU blocks for pillars with gate brackets. Install Carmel stone on pillars and attach gate. 811# W123500342. Contact: Town and Country Gardens (831) 596-2709	0	Building	Junipero 4 NE of 8th

210366	8/23/2021	8/23/2021	Residential. Comp roof tear off, install fire treated wood shakes. Contact: Joseph Zoellin (360) 926-6268	25,000	Roofing	Camino Real 4 SW of 13th
210365	8/23/2021	8/23/2021	Residential. Re-roofing: Remove existing shake roof and replace with a CertainTeed Landmark TL composition shingles, Shenandoah. Contact: Dority Roofing (831) 375-8158	29,470	Roofing	San Carlos 3 NE of 13th
210364	8/20/2021		Residential. Extend first floor of an existing single family residence; modify interior of existing residence to include new kitchen, new bathrooms. Replace existing lighting, plumbing, fixtures and cabinets. Replace all existing windows with new. One existing original historic window will be retained. New detached garage.	550,000	Building	Casanova 4 SE of 9th
210363	8/19/2021	8/19/2021	Residential. Upgrade 100 amp meter to 200 amp meter panel. Contact: A. F. Electric (831) 241-8785	3,000	Electrical	NW Corner of Monte Verde & Santa Lucia
210362	8/18/2021	9/2/2021	Residential. Bathroom renovation of bathroom #2.	27,750	Building	Scenic 3 SE of 10th
210361	8/18/2021	8/20/2021	Residential. Demo of (e) roof and replace with (n) roof using Landmark composition roofing. Contact: R&R Development (661) 577-2578	13,000	Roofing	SW Corner of Guadalupe & 6th
210360	8/18/2021		Residential. 350 sf interior remodel to include 2 bathrooms & kitchen. Re-wire entire house. Replace 1 sliding door w/ French door, replace 1 window w/French door, replace all roof gutters w/ painted aluminum gutters.	70,000	Building	Santa Fe 3 NW of 3rd
210359	8/17/2021	8/17/2021	Residential. Panel upgrade to replace damaged main electrical panel. 100 amp panel. Contact: Ringer Electric (831) 236-2770	2,500	Electrical	6th 2 SW of Carpenter

210358	8/17/2021	8/17/2021	Residential. Remove shakes and replace with Landmark TL composition shingles in Country Grey color. Contact: D. Cooper Roofing (831) 455-9168	15,800	Roofing	Carmelo 2 NW of 12th
210357	8/16/2021		Residential. Roof Mount PV 6.0 kW/ 1 Energy Storage System 6.0 kW.	46,190	Electrical	Santa Rita 5 SE of Ocean
210356	8/16/2021	9/2/2021	Residential. Voluntary foundation repair of one 6' horizontal crack in existing stemwall foundation. Contact: Avalon Structural (831) 566-6743	5,943	Building	San Carlos 5 NW of 3rd
210355	8/13/2021	8/16/2021	Residential. Add electrical outlet for garage door opener, move light, and additional outlet. Contact: Kevin D'Angelo (408) 529-0239	100	Electrical	Camino Real 13 NE of 4th
210354	8/13/2021		Residential. Remodeling kitchen and bathrooms, building additional bathroom, removing and erecting interior walls, changing doors, windows and replacing a balcony.	192,000	Building	Crespi 2 SW of Mountain View
210353	8/12/2021	8/12/2021	Residential. Replace (e) electrical panel in-kind. Contact: Excel Electric (831) 901-0990	2,000	Electrical	Lobos 6 NE of 2nd
210352	8/11/2021	8/11/2021	Residential. Replace (e) 100 amp panel and overhead service with (n) 200 amp panel CONDITION: DUE TO PROJECT VALUATION, UNDERGROUNDING OF ELECTRICAL LINES IS NOW REQUIRED. Contact: Martin Electric & Solar, Inc. (831) 659-1284	5,500	Electrical	San Antonio 4 SE of 13th
210351	8/11/2021		Residential. Kitchen and bathroom remodel. Replace plumbing fixtures in-kind. Non-structural wall removal. Contact: Murrer Construction Inc. (831) 521-0131	40,000	Building	Santa Fe 2 SE of 1st
210350	8/10/2021		Residential. Installation of an Advanced Energy System	27,985	Electrical	Carmelo 2 NW of 7th

210349	8/10/2021		Residential. Replace Furnace and add AC.	11,800	Mechanical	SE Corner of Forest & 8th
210348	8/9/2021	8/26/2021	Residential. Installation of proposed fence along North property line using core redwood and will have lighting installed per separate permit. Contact: Jason Merhinger (831) 760-0275	0	Exempt Work	Monte Verde 3 SW of Ocean
210347	8/9/2021		Residential. External fencing for property with electrical plans for walkway lighting and gate. Contact: Jason Mehringer (831) 760-0275	24,895	Electrical	Monte Verde 3 SW of Ocean
210346	8/9/2021		Commercial. Interior TI, demo (e) millwork, walls, finishes. New (N) non-structural partitions, low walls, millwork, equipment, finishes.	100,000	Building	Carmel Plaza Suite #106
210345	8/9/2021		Residential. Interior remodel of 113sf bathroom and addition of ceiling beam. Contact: Vince Cardinale (831) 901-9950	10,000	Building	3090 Rio Road
210344	8/6/2021		Residential. Foundation stabilization, foundation movement of 3-4"	15,000	Building	6th 2 SW of Carpenter
210343	8/5/2021	8/16/2021	Residential. Remove and replace roofing. Remove (e) wood shingles and install (n) presidential asphalt shingles. Contact: Rivera & Sons General Construction (831) 272-1030	18,640	Roofing	Camino Real 2 NE of 10th
210342	8/3/2021	8/4/2021	Residential. Demolition and replacement of 137 inches of siding at bottom of residence, ranging from one to three inches above bottom of residence. Paint building "Butter Cream Frosting". Contact: David Reade (831) 818-3141	300	Exempt Work	Monterey 3 SW of 2nd
210341	8/3/2021	8/3/2021	Residential. Remove and replace tile on two decks. Upper deck tile replacement to be 285sf, lower deck tile replacement to be 160sf. Contact: Claudio Ortiz Design Group, Inc. (831) 626-4146	18,000	Building	Lincoln 3 SW of 2nd

210340	8/2/2021	8/17/2021	Residential. Re-roof from wood shake to comp shingle. Contact: Sven Nilsson (831) 625-6597	10,000	Building	5th 3 NE of Perry Newberry
210339	8/2/2021		Residential. Remodel an (e) 1,123sf SFR and add 41sf. Remodel of (e) detached two-car garage with rear storage room. Convert second living unit over garage into an ADU and add 45sf to ADU. New hardscape, landscape, driveway, and site fencing. Contact: Schuh Construction (831) 595-1870	500,000	Building	NW Corner of San Carlos & 10th
210338	8/2/2021		Residential. Replacement of damaged siding and trim on south and west sides of exterior. Total to be less than 100 sf. Contact: Monterey Coast Construction (831) 917-4094	0	Exempt Work	NW Corner of Ocean & Carmelo

Total Records: 36

9/2/2021



Code Compliance Report

8/1/2021 - 8/31/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21050	Sign Violation	Closed	Monte Verde	Sign in sidewalk	8/10/2021	8/10/2021
21049	Sign Violation	Closed	NEC of Ocean and Monte Verde	Sign in sidewalk	8/7/2021	8/7/2021
21048	Storm Water Violation	Closed	San Antonio 3 NW of 12th	Water runoff in street	8/7/2021	8/7/2021
21047	Business License Violation	Open		No business license	8/6/2021	1/1/1900
21046	Right of way Violation	Closed	Carmelo 5 NW of Ocean	Construction fence in ROW	8/3/2021	8/6/2021

Total Records: 5

9/2/2021



Permit Report

08/01/2021 - 08/31/2021

Permit #	Permit Date	Permit Type	Owner Name	Date Submitted	Project Description	Parcel #
210190	8/31/2021	Temp Ench	Pacific Gas & Electric	8/31/2021	PG&E to deactivate old service and install new service. Approx. 2 days of work. PM# 47014020. Contact: PG&E (408) 510-1660	
210189	8/30/2021	Temp Ench	California American Water	8/30/2021	40'x6' asphalt restoration for CalAm. Contact: Coastal Paving & Excavating (831) 262-1425	
210188	8/26/2021	Temp Ench	Great Valley Holdings, LLC	8/26/2021	Crane to arrive at 8:00 a.m. to lift partial structure and complete at 12:00 pm. Half of the Post Office parking lot to be closed to accommodate. Contact: Harvest Construction (831) 647-3139	010136018000
210187	8/26/2021	Perm Ench	Mark & Susan Stilwell	8/26/2021	Installation of new 35"x56.5" Trappzilla T2-400-ECA under City's sidewalk on Foray's waste plumbing line located 22' North of the NE Corner of San Carlos & 5th. Approximately 8' from the edge of the building. Contact: Ausonio Incorporated (831) 633-3371	010131026000
210186	8/25/2021	Perm Ench	H&R Investment Group LLC	8/25/2021	Replace failing 2' high wood wall, along (e) concrete swale in the City ROW with a new rock wall, mortared together. Install a new 4" drain pipe below rock and daylight out to concrete swale at south end.	
210185	8/25/2021	Driveway	Pat Pilas	8/25/2021	Remove and replace driveway with new pavers in color "Sequoia Sandstone". Contact: Stowe Contracting, Inc (831) 884-0732	010263017000
210184	8/24/2021	Temp Ench	Todd Fujinaga	8/24/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	010024020000
210183	8/19/2021	Perm Ench	John & Kelly Rainey	8/19/2021	Drainage overflow from our drainfield and disbursement tanks from encroaching on neighboring properties. The tanks will be located	010182004000

					at the rear of the property and we want the overflow to daylight at the street.	
210182	8/19/2021	Temp Ench	AT&T	8/19/2021	Dig 6'x9' pit, uncover existing MH 1055, raise to street grade. AT&T job #A024RC5.	
210181	8/19/2021	Temp Ench	John & Kelly Rainey	8/19/2021	Expose sewer main and lateral to property line, replace with new lateral, backfill and patch street. Contact: PSTS (831) 659-2465	010182004000
210180	8/18/2021	Driveway	Michael & Isabel Schneider	8/18/2021	Removal & replacement of existing driveway. New driveway to be concrete pavers set in sand utilizing the same footprint. Contact: Jim Young Masonry (831) 601-6537	010149016000
210179	8/17/2021	Temp Ench	Robert Moskowitz	8/17/2021	Replace sewer lateral using pipe bursting. 811# X122801175. Contact: Rooter King (831) 394-5315	010269015000
210178	8/16/2021	Temp Ench	Elizabeth Morten	8/16/2021	Install a temporary fence in front to safeguard property and the public. Placement of a portable restroom behind fence. Contact: Noel McNamee (831) 801-8000	010301029000
210177	8/12/2021	Temp Ench	AT&T	8/12/2021	Traffic control for fiber work. Aerial placement access poles - rod/rope, place/splice new fiber cable. No excavation required. AT&T Job #A023WR. Contact:	
210176	8/11/2021	Temp Ench	California American Water	8/11/2021	7'x4' asphalt patch for Cal Am, job #1021. Contact: Coastal Paving & Excavating (831) 262-1425	
210175	8/11/2021	Temp Ench	Lisa Kaufmann	8/11/2021	Replace sewer lateral to city main. Contact: Acme Plumbing (831) 422-2311	010111014000
210174	8/11/2021	Temp Ench	Karen Basi	8/11/2021	Replace sewer lateral using pipe bursting. 811# X121802298. Contact: Rooter King (831) 394-5315	010105029000
210173	8/11/2021	Temp Ench	Janet Keene	8/11/2021	Replace sewer lateral to city main. 811# X121600638. Contact: Acme Plumbing (831) 422-2311	010232026000
210172	8/10/2021	Temp Ench	John & Patricia Sandvick	8/10/2021	Trenching for PG&E gas & electrical work. Contact: Coastal Paving & Excavating (831) 262-1425	010277003000

210171	8/9/2021	POD	Seth Kinkade	8/10/2021	Installation of POD storage unit from Aug 12 - 16. Contact: Seth Kinkade (831) 917-9525	010024009000
210170	8/6/2021	Temp Ench	Angela Pietro Trust	8/6/2021	Gas line trench. Contact: Rooter King (831) 394-5315	010156020000
210169	8/6/2021	Temp Ench	AT&T	8/6/2021	TCP for MH Access - rod/rope, place/splice new fiber cable - no excavation. AT&T Job #A024RC5. Contact: AT&T (408) 635-8914	
210168	8/4/2021	Temp Ench	Mark Valentine	8/4/2021	Installation of temporary construction fencing and portable restroom in right of way. CONDITION: Portable Restroom to remain behind construction fencing. Contact: Level V Construction (831) 682-5381	010253005000
210167	8/4/2021	Temp Ench	Pacific Gas & Electric	8/4/2021	PG&E to trench and backfill all, PG&E to abandon gas service. PM# 35275050. Contact: PG&E (408) 748-1894	
210166	8/3/2021	Temp Ench	Susan Iacovides	8/3/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	010042008000

Total Records: 25

9/2/2021



CITY OF CARMEL-BY-THE-SEA

Monthly Report

October 2021

Public Safety

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Public Safety Director
SUBMITTED ON:	September 15, 2021
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance August 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 August 2021 the ambulance was unable to meet the performance measure. The response time was 93% with (3) code-3 calls over 5 minutes.

53 Calls for service in CBTS Average response time: 3:17 min.
43 Code 3 EMS calls for service –Three calls over 5:00 min.

3 Code 3 EMS calls over 5:00min – two as a result of heavy traffic and one due to time of day.
2 additional calls were over 5:00min but were non Code 3 response calls.

MONTEREY FIRE REPORT

Summary of Monterey Fire August 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 August 2021 the fire department was able to meet the performance measure. The response time was 93% with (3) code-3 calls over 5 minutes.

70 total calls for service in CBTS Average response time: 3:25 min.
45 total Code-3 calls

3- Code 3 calls for service over 5:00min- one due to traffic, one due to mechanical issue, one due to primary engine already on a call and second engine responded from Monterey.
5- additional calls over 5:00min. but were non Code 3 response calls.

BEACH FIRES

There were 5 reported illegal beach fires during the month of August.



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 8/01/2021 to 8/31/2021



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210802-CFA01011	Emergent	8/2/2021	8:37:51 AM	8:40:11 AM	0:02:20	8:55:00 AM	LINCOLN AND 7TH
210802-CFA01013	Emergent	8/2/2021	2:15:44 PM	2:19:52 PM	0:04:08	4:24:43 PM	N CARMELO ST / 2ND AVE
210802-CFA01014	Emergent	8/2/2021	3:55:20 PM	3:55:22 PM	0:00:02	4:40:00 PM	6TH AVE / MISSION ST
210803-CFA01017	Non-Emergent	8/3/2021	8:36:32 AM	8:46:08 AM	0:09:36	8:46:45 AM	4TH AVE / SANTA FE ST
210803-CFA01018	Emergent	8/3/2021	9:37:36 AM	9:42:00 AM	0:04:24	10:40:00 AM	4TH AVE / SANTA FE ST
210803-CFA01022	Emergent	8/3/2021	11:05:04 PM	11:08:48 PM	0:03:44	11:23:11 PM	JUNIPERO AVE / 8TH AVE
210804-CFA01024	Emergent	8/4/2021	10:48:22 AM	10:51:12 AM	0:02:50	11:55:00 AM	8TH AVE / LINCOLN ST
210804-CFA01025	Emergent	8/4/2021	2:59:56 PM	3:02:39 PM	0:02:43	3:03:38 PM	4TH AVE / TORRES ST
210804-CFA01027	Emergent	8/4/2021	7:46:12 PM	7:50:00 PM	0:03:48	8:10:00 PM	SAN CARLOS ST / 12TH AVE
210805-CFA01028	Emergent	8/5/2021	4:07:59 AM	4:12:51 AM	0:04:52	4:28:31 AM	8TH AVE / CASANOVA ST
210807-CFA01039	Emergent	8/7/2021	9:19:47 AM	9:22:27 AM	0:02:40	10:20:27 AM	DOLORES ST / 5TH AVE
210809-CFA01050	Emergent	8/9/2021	11:08:08 AM	11:10:46 AM	0:02:38	11:25:50 AM	7TH AVE / CASANOVA ST
210810-CFA01061	Emergent	8/10/2021	4:08:06 PM	4:12:09 PM	0:04:03	4:20:00 PM	LINCOLN ST / 7TH AVE
210811-CFA01069	Emergent	8/11/2021	9:08:28 PM	9:10:38 PM	0:02:10	9:59:00 PM	TORRES ST / OCEAN AVE
210812-CFA01070	Emergent	8/12/2021	6:05:02 AM	6:10:35 AM	0:05:33	7:05:07 AM	CRESPI AVE / S MOUNTAIN V
210812-CFA01075	Emergent	8/12/2021	5:12:36 PM	5:16:42 PM	0:04:06	5:24:07 PM	7TH AVE / MONTE VERDE ST
210813-CFA01079	Emergent	8/13/2021	4:26:42 PM	4:28:55 PM	0:02:13	4:49:16 PM	DOLORES ST / 8TH AVE
210813-CFA01081	Emergent	8/13/2021	6:37:40 PM	6:39:55 PM	0:02:15	7:38:22 PM	LINCOLN ST / 7TH AVE
210814-CFA01082	Emergent	8/14/2021	10:27:27 AM	10:28:34 AM	0:01:07	10:41:04 AM	DOLORES ST / 9TH AVE
210816-CFA01094	Emergent	8/16/2021	10:06:55 PM	10:09:07 PM	0:02:12	10:26:00 PM	LINCOLN ST / OCEAN AVE
210817-CFA01096	Emergent	8/17/2021	9:55:55 AM	9:58:43 AM	0:02:48	10:55:11 AM	2507 2ND AVE
210817-CFA01098	Emergent	8/17/2021	12:10:19 PM	12:11:14 PM	0:00:55	1:10:00 PM	26156 LADERA DR
210817-CFA01102	Emergent	8/17/2021	8:13:04 PM	8:14:34 PM	0:01:30	8:54:25 PM	SAN CARLOS ST / 4TH AVE
210818-CFA01103	Emergent	8/18/2021	4:54:54 AM	4:59:04 AM	0:04:10	5:42:00 AM	DOLORES ST / 4TH AVE
210818-CFA01106	Emergent	8/18/2021	3:03:57 PM	3:05:45 PM	0:01:48	1:36:42 AM	JUNIPERO AVE / 6TH AVE
210819-CFA01111	Emergent	8/19/2021	3:44:44 PM	3:49:46 PM	0:05:02	4:02:42 PM	DOLORES ST / 9TH AVE
210819-CFA01113	Emergent	8/19/2021	7:07:40 PM	7:07:54 PM	0:00:14	7:26:10 PM	OCEAN AVE / DOLORES ST
210820-CFA01119	Emergent	8/20/2021	10:00:37 PM	10:02:57 PM	0:02:20	10:06:05 PM	SAN CARLOS ST / 5TH AVE
210821-CFA01121	Emergent	8/21/2021	2:20:38 PM	2:23:01 PM	0:02:23	2:26:11 PM	SAN CARLOS ST / 12TH AVE
210821-CFA01123	Emergent	8/21/2021	11:21:06 PM	11:23:20 PM	0:02:14	12:37:37 AM	JUNIPERO AVE / 6TH AVE
210822-CFA01125	Non-Emergent	8/22/2021	10:13:49 AM	10:15:40 AM	0:01:51	10:28:25 AM	OCEAN AVE / MONTE VERDE ST
210822-CFA01128	Emergent	8/22/2021	1:52:27 PM	1:57:47 PM	0:05:20	2:50:00 PM	TORRES ST / 2ND AVE
210822-CFA01130	Emergent	8/22/2021	9:38:41 PM	9:42:41 PM	0:04:00	10:52:26 PM	SAN ANTONIO AVE / 4TH AVE
210824-CFA01133	Emergent	8/24/2021	11:29:19 AM	11:32:19 AM	0:03:00	11:47:50 AM	SCENIC RD / 12TH AVE
210826-CFA01140	Emergent	8/26/2021	9:46:44 AM	9:49:04 AM	0:02:20	9:53:16 AM	MISSION ST / 5TH AVE

Emergent	8/28/2021	7:39:09 AM	7:43:08 AM	0:03:59	9:00:00 AM	SANTA RITA ST / 4TH AVE	
Emergent	8/29/2021	7:51:18 AM	7:53:37 AM	0:02:19	8:52:56 AM	SANTA RITA ST / 3RD AVE	
Emergent	8/29/2021	9:43:20 AM	9:45:00 AM	0:01:40	11:00:00 AM	3080 RIO ROAD	
Emergent	8/29/2021	12:12:17 PM	12:13:13 PM	0:00:56	12:16:31 PM	JUNIPERO AVE / 6TH AVE	
Non-Emergent	8/29/2021	2:51:17 PM	2:58:51 PM	0:07:34	3:37:34 PM	BAY VIEW AVE / SANTA LUCIA	
Emergent	8/29/2021	6:54:33 PM	6:54:57 PM	0:00:24	7:16:00 PM	CAMINO REAL ST / 8TH AVE	
Non-Emergent	8/30/2021	11:04:21 AM	11:08:24 AM	0:04:03	12:00:00 PM	26109 LADERA DR	
Emergent	8/31/2021	4:33:35 PM	4:37:19 PM	0:03:44	5:06:12 PM		
NUMBER OF EMS INCIDENTS		43	AVERAGE RESPONSE				0:03:04
FIRE RESPONSES CARMEL CITY							
INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
210802-CFA01012	Emergent	8/2/2021	11:48:31 AM	11:58:12 AM	0:09:41	11:58:12 AM	4TH AVE / SANTA FE ST
210803-CFA01020	Emergent	8/3/2021	2:10:24 PM	2:17:05 PM	0:06:41	2:41:55 PM	SCENIC RD / 8TH AVE
210805-CFA01029	Emergent	8/5/2021	7:15:11 AM	7:19:35 AM	0:04:24	7:21:07 AM	SCENIC RD / 8TH AVE
210808-CFA01046	Emergent	8/8/2021	2:17:53 PM	2:22:10 PM	0:04:17	2:29:05 PM	MONTE VERDE ST / 7TH AVE
210808-CFA01047	Emergent	8/8/2021	6:51:47 PM	6:56:05 PM	0:04:18	7:00:00 PM	SAN CARLOS ST / SANTA LUC
210809-CFA01048	Emergent	8/9/2021	8:29:34 AM	8:34:05 AM	0:04:31	8:37:09 AM	2ND AVE / N SAN ANTONIO A
210819-CFA01110	Emergent	8/19/2021	1:23:38 PM	1:23:42 PM	0:00:04	1:31:45 PM	6TH AVE / MISSION ST
210822-CFA01124	Non-Emergent	8/22/2021	9:45:13 AM	9:48:30 AM	0:03:17	9:52:00 AM	SAN CARLOS ST / 11TH AVE
210827-CFA01142	Emergent	8/27/2021	10:29:41 AM	10:31:26 AM	0:01:45	10:35:30 AM	SAN CARLOS ST / 6TH AVE
210828-CFA01147	Emergent	8/28/2021	12:42:09 PM	12:45:07 PM	0:02:58	1:57:42 PM	CAMINO DEL MONTE / JUNIPE
NUMBER OF FIRE INCIDENTS		10	AVERAGE RESPONSE				0:04:12

TOTAL CARMEL CITY INCIDENTS	53	TOTAL AVERAGE RESPONSE TIME		0:03:17
------------------------------------	-----------	------------------------------------	--	----------------

RESPONSES BY DISTRICT							
INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET

CARMEL HIGHLANDS							
INCIDENT							
210801-CFA01010	Emergent	8/1/2021	8:57:35 AM	9:08:08 AM	0:10:33	10:09:50 AM	47 YANKEE POINT DR
210811-CFA01066	Emergent	8/11/2021	11:16:41 AM	11:27:01 AM	0:10:20	12:19:11 PM	120 HIGHLANDS DRIVE
Subtotal		2	Average Response Time		0:10:26	Carmel Highlands	

CYPRESS FIRE							
INCIDENT							
210802-CFA01015	Emergent	8/2/2021	7:54:47 PM	8:01:23 PM	0:06:36	8:27:15 PM	RIO RD / VAL VERDE DR
210803-CFA01016	Emergent	8/3/2021	7:09:38 AM	7:16:35 AM	0:06:57	8:06:00 AM	
210803-CFA01019	Emergent	8/3/2021	12:55:23 PM	1:03:45 PM	0:08:22	2:02:00 PM	
210804-CFA01026	Emergent	8/4/2021	6:46:00 PM	6:53:00 PM	0:07:00	7:35:00 PM	
210805-CFA01030	Emergent	8/5/2021	11:21:05 AM	11:26:36 AM	0:05:31	12:31:11 PM	
210805-CFA01032	Emergent	8/5/2021	7:10:00 PM	7:15:20 PM	0:05:20	7:16:29 PM	

210807-CFA01042	Emergent	8/7/2021	3:36:09 PM	3:44:04 PM	0:07:55	5:08:40 PM	4125 MARGUERITA WAY
210808-CFA01043	Emergent	8/8/2021	12:22:29 AM	12:30:35 AM	0:08:06	1:25:00 AM	4125 MARGUERITA WAY
210808-CFA01044	Emergent	8/8/2021	6:03:27 AM	6:11:09 AM	0:07:42	7:04:11 AM	26349 MONTE VERDE ST
210809-CFA01049	Emergent	8/9/2021	9:35:14 AM	9:42:04 AM	0:06:50	10:55:00 AM	26349 MONTE VERDE ST
210809-CFA01056	Non-Emergent	8/9/2021	6:52:02 PM	6:58:48 PM	0:06:46	7:33:29 PM	26070 RIO VISTA DR
210809-CFA01057	Emergent	8/9/2021	8:33:03 PM	8:43:41 PM	0:10:38	9:58:00 PM	
210811-CFA01064	Emergent	8/11/2021	1:36:37 AM	1:46:10 AM	0:09:33	2:34:00 AM	24400 SAN LUIS AVE
210811-CFA01068	Emergent	8/11/2021	7:05:04 PM	7:09:39 PM	0:04:35	7:54:36 PM	26521 WILLOW PL
210812-CFA01071	Emergent	8/12/2021	8:23:42 AM	8:29:11 AM	0:05:29	9:30:00 AM	23795 HOLMAN HWY
210812-CFA01073	Emergent	8/12/2021	12:45:01 PM	12:51:53 PM	0:06:52	1:04:47 PM	47 HACIENDA CARMEL
210812-CFA01074	Emergent	8/12/2021	3:19:43 PM	3:26:43 PM	0:07:00	4:19:42 PM	26496 MISSION FIELDS RD
210812-CFA01076	Emergent	8/12/2021	5:24:32 PM	5:28:26 PM	0:03:54	6:30:00 PM	26200 CARMEL RANCHO BLVE
210813-CFA01078	Emergent	8/13/2021	1:31:33 PM	1:44:21 PM	0:12:48	2:04:24 PM	24925 OUTLOOK DR
210813-CFA01080	Emergent	8/13/2021	5:07:25 PM	5:14:13 PM	0:06:48	5:30:55 PM	3529 MESA CT
210815-CFA01085	Emergent	8/15/2021	12:37:10 PM	12:40:19 PM	0:03:09	12:50:31 PM	CAMINO DEL MONTE / PICO A
210815-CFA01088	Emergent	8/15/2021	4:57:27 PM	5:04:06 PM	0:06:39	6:14:00 PM	OCEAN AVE / SCENIC RD
210816-CFA01089	Emergent	8/16/2021	2:26:54 AM	2:35:25 AM	0:08:31	3:42:21 AM	26321 SCENIC RD
210816-CFA01090	Emergent	8/16/2021	3:17:35 PM	3:24:11 PM	0:06:36	4:22:00 PM	2820 RIBERA RD
210817-CFA01095	Emergent	8/17/2021	8:41:08 AM	8:47:47 AM	0:06:39	9:08:59 AM	26245 CARMEL RANCHO BLVE
210817-CFA01100	Emergent	8/17/2021	3:16:11 PM	3:32:58 PM	0:16:47	4:47:49 PM	5 BORONDA RD
210818-CFA01104	Emergent	8/18/2021	10:58:11 AM	11:00:00 AM	0:01:49	11:40:00 AM	24720 CAMINO DEL MONTE
210819-CFA01109	Emergent	8/19/2021	3:09:38 AM	3:14:52 AM	0:05:14	3:48:12 AM	3556 TAYLOR RD
210820-CFA01114	Emergent	8/20/2021	3:59:48 AM	4:07:08 AM	0:07:20	4:17:57 AM	3650 RIO RD
210820-CFA01115	Emergent	8/20/2021	4:13:34 PM	4:17:56 PM	0:04:22	5:16:22 PM	26349 MONTE VERDE ST
210820-CFA01116	Non-Emergent	8/20/2021	5:32:58 PM	5:42:00 PM	0:09:02	5:52:18 PM	24925 OUTLOOK DR
210820-CFA01118	Emergent	8/20/2021	7:11:44 PM	7:17:13 PM	0:05:29	7:21:34 PM	3601 THE BARNYARD
210821-CFA01122	Emergent	8/21/2021	6:24:34 PM	6:29:31 PM	0:04:57	7:15:00 PM	26541 CARMEL RANCHO BLVE
210822-CFA01126	Non-Emergent	8/22/2021	12:16:28 PM	12:20:00 PM	0:03:32	12:57:24 PM	26496 MISSION FIELDS RD
210824-CFA01132	Emergent	8/24/2021	10:11:27 AM	10:16:01 AM	0:04:34	10:49:27 AM	24283 SAN JUAN RD
210825-CFA01136	Emergent	8/25/2021	5:51:14 AM	6:02:34 AM	0:11:20	6:36:43 AM	23890 FAIRFIELD PL
210825-CFA01139	Emergent	8/25/2021	4:03:32 PM	4:08:19 PM	0:04:47	4:55:00 PM	26408 MISSION FIELDS RD
210827-CFA01144	Emergent	8/27/2021	2:15:47 PM	2:20:23 PM	0:04:36	3:09:00 PM	26496 MISSION FIELDS RD
210828-CFA01149	Emergent	8/28/2021	3:42:24 PM	3:53:52 PM	0:11:28	4:30:00 PM	25055 OUTLOOK DR
210830-CFA01159	Emergent	8/30/2021	7:23:31 AM	7:29:35 AM	0:06:04	8:07:08 AM	3405 TREVIS WAY
210831-CFA01163	Emergent	8/31/2021	1:25:48 AM	1:32:34 AM	0:06:46	2:17:19 AM	26250 OCEAN VIEW AVE
210831-CFA01167	Emergent	8/31/2021	9:13:48 PM	9:20:07 PM	0:06:19	9:50:47 PM	24442 SAN MARCOS RD
Subtotal		42	Average Response Time		0:06:55	CYPRESS FIRE	

PEBBLE BEACH

INCIDENT

210731-CFA01009	Emergent	8/1/2021	6:50:08 AM	7:00:00 AM	0:09:52	7:48:00 AM	3047 SHERMAN
210805-CFA01031	Emergent	8/5/2021	2:11:44 PM	2:23:14 PM	0:11:30	5:31:00 PM	3017 SLOAT RD
210806-CFA01037	Emergent	8/6/2021	7:03:21 PM	7:12:26 PM	0:09:05	7:37:06 PM	1439 LISBON LN
210806-CFA01038	Emergent	8/6/2021	7:39:53 PM	7:42:49 PM	0:02:56	7:54:15 PM	SEVENTEEN MILE DR / BIRD F
210806-CFA01035	Emergent	8/6/2021	9:32:03 AM	9:40:37 AM	0:08:34	10:06:08 AM	1700 SEVENTEEN MILE DR
210815-CFA01087	Emergent	8/15/2021	1:39:39 PM	1:46:13 PM	0:06:34	2:01:56 PM	CYPRESS DR / PALMERO WAY

210813-CFA01077	Emergent	8/13/2021	9:46:31 AM	9:59:52 AM	0:13:21	10:20:04 AM	3150 SEVENTEEN MILE DR
210816-CFA01093	Emergent	8/16/2021	6:27:54 PM	6:39:24 PM	0:11:30	8:07:00 PM	1021 SAN CARLOS RD
210827-CFA01145	Emergent	8/27/2021	10:33:30 PM	10:45:45 PM	0:12:15	11:07:31 PM	3150 SEVENTEEN MILE DR
210830-CFA01162	Emergent	8/30/2021	8:24:52 PM	8:34:18 PM	0:09:26	8:35:55 PM	1047 LAUREL LN
Subtotal		10	Average Response Time		0:09:30	PEBBLE BEACH	

CARMEL VALLEY							
INCIDENT							
210817-CFA01100	Non-Emerg	8/17/2021	3:16:11 PM	3:32:58 PM	0:16:47	4:47:49 PM	5 BORONDA RD
Subtotal		1	Average Response Time		0:16:47	CARMEL VALLEY	

MID COAST							
INCIDENT							
210806-CFA01036	Emergent	8/6/2021	12:40:04 PM	1:07:00 PM	0:26:56	2:40:00 PM	37735 PALO COLORADO RD
210810-CFA01058	Emergent	8/10/2021	6:54:18 AM	7:17:24 AM	0:23:06	8:04:10 AM	38462 HWY 1
210810-CFA01059	Emergent	8/10/2021	8:10:03 AM	8:29:55 AM	0:19:52	9:17:15 AM	37801 HWY 1
210818-CFA01105	Emergent	8/18/2021	1:41:23 PM	1:51:30 PM	0:10:07	1:52:11 PM	34500 HWY 1
210829-CFA01158	Emergent	8/29/2021	7:55:57 PM	7:58:24 PM	0:02:27	9:37:55 PM	37801 HWY 1
Subtotal		5	Average Response Time		0:16:30	MID COAST	

SEASIDE/SAND CITY							
INCIDENT							
210809-CFA01053	Emergent	8/9/2021	3:17:27 PM	3:33:06 PM	0:15:39	5:08:00 PM	2055 MILITARY AVE
210817-CFA01101	Emergent	8/17/2021	5:15:06 PM	5:26:26 PM	0:11:20	5:47:31 PM	1349 CANYON DEL REY BLVD
210825-CFA01137	Emergent	8/25/2021	11:08:08 AM	11:19:08 AM	0:11:00	12:04:41 PM	2201 DEL MONTE BLVD
210831-CFA01165	Emergent	8/31/2021	11:08:47 AM	11:17:30 AM	0:08:43	11:38:53 AM	565 AMADOR AVE
Subtotal		4	Average Response Time		0:11:41	SEASIDE/SAND CITY	

PACIFIC GROVE							
INCIDENT							
210807-CFA01040	Emergent	8/7/2021	11:52:59 AM	11:59:43 AM	0:06:44	12:59:00 PM	200 LIGHTHOUSE AVE
210809-CFA01051	Non-Emergent	8/9/2021	12:54:53 PM	1:09:11 PM	0:14:18	2:05:00 PM	514 12TH ST
210826-CFA01141	Emergent	8/26/2021	12:07:00 PM	12:09:00 PM	0:02:00	12:37:00 PM	651 SINEX AVE
Subtotal		3	Average Response Time		0:07:41	PACIFIC GROVE	

MONTEREY							
INCIDENT							
210805-CFA01034	Emergent	8/5/2021	10:06:17 PM	10:13:59 PM	0:07:42	11:15:52 PM	351 MADISON ST
210808-CFA01045	Emergent	8/8/2021	7:08:29 AM	7:29:33 AM	0:21:04	8:30:00 AM	840 MACARTHUR RD
210811-CFA01067	Emergent	8/11/2021	5:34:34 PM	5:45:44 PM	0:11:10	6:35:00 PM	1501 SKYLINE DR
210809-CFA01055	Emergent	8/9/2021	5:44:14 PM	5:47:31 PM	0:03:17	5:52:56 PM	HWY 1 / MUNRAS AVE SB OFF
210812-CFA01072	Emergent	8/12/2021	11:08:36 AM	11:16:01 AM	0:07:25	11:45:53 AM	3 FOREST KNOLL RD
210816-CFA01092	Emergent	8/16/2021	5:09:32 PM	5:16:15 PM	0:06:43	6:10:00 PM	800 CASANOVA AVE
210824-CFA01131	Emergent	8/24/2021	2:36:16 AM	2:49:28 AM	0:13:12	3:35:06 AM	528 BELDEN ST
210831-CFA01164	Emergent	8/31/2021	9:03:51 AM	9:16:31 AM	0:12:40	10:07:00 AM	200 GLENWOOD CIR
Subtotal		8	Average Response Time		0:10:24	MONTEREY	

TOTAL ALL CALLS	128	TOTAL AVERAGE RESPONSE TIME	0:06:27
-----------------	-----	-----------------------------	---------

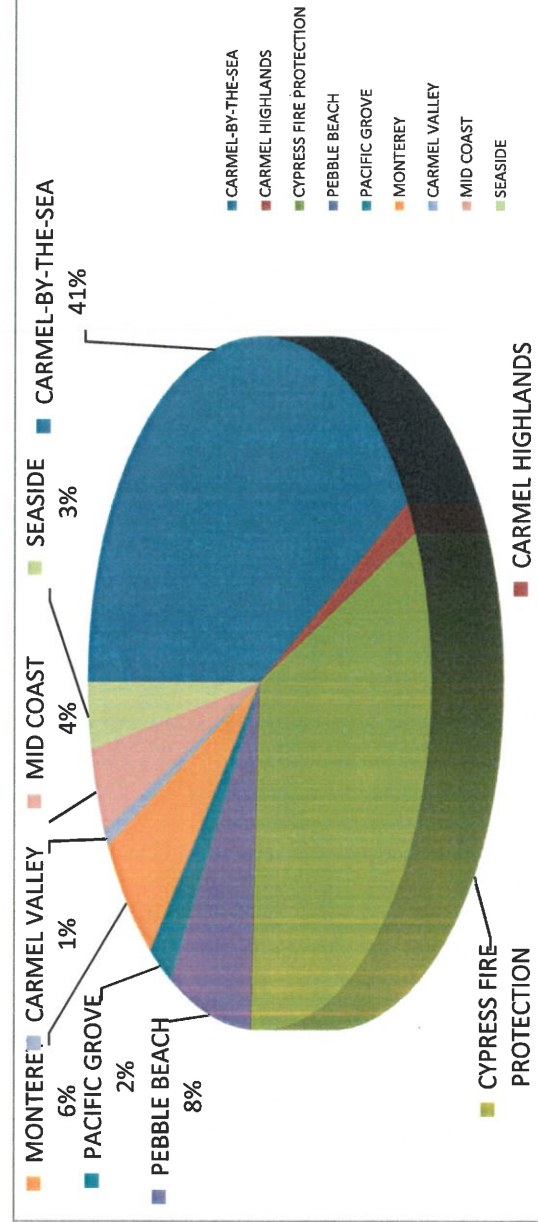
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT AUGUST 2021

Response Summary Report by District Type

District Response	Number	Average Response Time
CARMEL-BY-THE-SEA	53	0:03:17
CARMEL HIGHLANDS	2	0:10:26
CYPRESS FIRE PROTECTION	42	0:06:55
PEBBLE BEACH	10	0:09:30
PACIFIC GROVE	3	0:07:41
MONTEREY	8	0:10:24
CARMEL VALLEY	1	0:16:47
MID COAST	5	0:16:30
SEASIDE	4	0:11:41
Total Responses	128	0:06:27

Percent of code 3 medical responses < 5min

93.02%







RESPONSE SUMMARY REPORT BY INCIDENT TYPE

27060 CARMEL-BY-THE-SEA

Alarm Date From: 8/1/2021 To: 8/31/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Outside rubbish fire, other	8/19/2021 6:57 PM	210819-MNT05182	0:04:12	GUADALUPE ST	4TH AVE	2
Outside rubbish, trash or waste fire	8/27/2021 10:28 AM	210827-MNT05366	0:03:19	SAN CARLOS ST	6TH AVE	3
300-321 Series (EMS)						
Medical assist, assist EMS crew	8/7/2021 9:19 AM	210807-MNT04850	0:03:12	DOLORES ST	5TH AVE	3
Medical assist, assist EMS crew	8/19/2021 3:43 PM	210819-MNT05178	0:02:17	DOLORES ST	9TH AVE	3
Medical assist, assist EMS crew	8/31/2021 4:33 PM	210831-MNT05480	0:04:01	SAN ANTONIO AVE	11TH AVE	3
EMS call, excluding vehicle accident with injury	8/2/2021 11:00 AM	210802-MNT04734	0:00:00	6TH AVE	MISSION ST	2
EMS call, excluding vehicle accident with injury	8/2/2021 2:24 PM	210802-MNT04731	0:03:03	SCENIC RD	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/3/2021 9:40 AM	210803-MNT04758	0:00:21	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	8/3/2021 11:04 PM	210803-MNT04779	0:03:35	JUNIPERO AVE	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/4/2021 10:47 AM	210804-MNT04791	0:02:25	8TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	8/5/2021 4:07 AM	210805-MNT04808	0:03:45	8TH AVE	CASANOVA ST	3
EMS call, excluding vehicle accident with injury	8/6/2021 3:00 PM	210806-MNT04842	0:02:29	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	8/9/2021 11:07 AM	210809-MNT04896	0:02:36	7TH AVE	CASANOVA ST	3
EMS call, excluding vehicle accident with injury	8/11/2021 9:07 PM	210811-MNT04980	0:03:32	TORRES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	8/12/2021 6:04 AM	210812-MNT04988	0:04:04	CRESPI AVE	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	8/13/2021 4:26 PM	210813-MNT05017	0:06:10	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/13/2021 6:37 PM	210813-MNT05022	0:02:20	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	8/16/2021 10:06 PM	210816-MNT05111	0:02:02	LINCOLN ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	8/17/2021 8:12 PM	210817-MNT05127	0:02:01	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	8/18/2021 4:54 AM	210818-MNT05131	0:03:35	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	8/19/2021 2:25 PM	210819-MNT05174	0:03:17	4TH AVE	SANTA RITA ST	3
EMS call, excluding vehicle accident with injury	8/21/2021 11:20 PM	210821-MNT05235	0:02:25	JUNIPERO AVE	6TH AVE	3
EMS call, excluding vehicle accident with injury	8/22/2021 1:51 PM	210822-MNT05253	0:02:51	TORRES ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	8/22/2021 9:37 PM	210822-MNT05264	0:03:33	SAN ANTONIO AVE	4TH AVE	3
EMS call, excluding vehicle accident with injury	8/23/2021 6:37 AM	210823-MNT05269	0:00:27	6TH AVE	MISSION ST	2
EMS call, excluding vehicle accident with injury	8/24/2021 11:27 AM	210824-MNT05301	0:04:04	SCENIC RD	12TH AVE	3
EMS call, excluding vehicle accident with injury	8/28/2021 7:38 AM	210828-MNT05385	0:01:51	SANTA RITA ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	8/29/2021 7:50 AM	210829-MNT05411	0:02:48	SANTA RITA ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	8/29/2021 9:42 AM	210829-MNT05415	0:03:11	3080 RIO RD		3
EMS call, excluding vehicle accident with injury	8/29/2021 6:52 PM	210829-MNT05431	0:02:30	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/30/2021 11:03 AM	210830-MNT05443	0:04:25	26109 LADERA DR		3
			0:02:51			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle accident with no injuries.	8/18/2021 3:03 PM	210818-MNT05145	0:02:14	JUNIPERO AVE	6TH AVE	3
400 Series (Hazardous Material)						
Power line down	8/12/2021 8:58 AM	210812-MNT04990	0:00:00	CASANOVA ST	4TH AVE	2
Biological hazard, confirmed or suspected	8/12/2021 5:11 PM	210812-MNT05000	0:03:24	7TH AVE	MONTE VERDE ST	2
Vehicle accident, general cleanup	8/19/2021 1:45 AM	210819-MNT05156	0:04:55	2992 LASUEN DR		2
500 & 600 Series (Service Calls)						
Service Call, other	8/15/2021 12:43 PM	210815-MNT05069	0:10:57	SCENIC RD	SANTA LUCIA AVE	2
Water problem, other	8/28/2021 7:08 PM	210828-MNT05404	0:01:06	SANTA RITA ST	4TH AVE	2
Water evacuation	8/21/2021 12:38 PM	210821-MNT05221	0:04:53	CASANOVA ST	OCEAN AVE	2
Water evacuation	8/22/2021 9:44 AM	210822-MNT05244	0:03:34	SAN CARLOS ST	11TH AVE	2
Water or steam leak	8/10/2021 4:54 PM	210810-MNT04943	0:02:06	TORRES ST	8TH AVE	2
Water or steam leak	8/10/2021 6:29 PM	210810-MNT04945	0:04:44	TORRES ST	8TH AVE	2
Water or steam leak	8/31/2021 2:55 PM	210831-MNT05478	0:04:27	CAMINO REAL ST	4TH AVE	2
Assist police or other governmental agency	8/1/2021 7:02 PM	210801-MNT04711	0:05:11	CRESPI AVE	S MOUNTAIN VIEW AVE	2
Assist police or other governmental agency	8/26/2021 9:46 AM	210826-MNT05335	0:02:15	MISSION ST	5TH AVE	2
Public service	8/28/2021 12:41 PM	210828-MNT05392	0:04:30	CAMINO DEL MONTE	JUNIPERO AVE	3
Assist invalid	8/2/2021 8:37 AM	210802-MNT04722	0:03:09	LINCOLN ST	7TH AVE	2
Assist invalid	8/2/2021 11:45 AM	210802-MNT04725	0:04:23	4TH AVE	SANTA FE ST	3
Assist invalid	8/3/2021 8:35 AM	210803-MNT04754	0:02:53	4TH AVE	SANTA FE ST	2
Assist invalid	8/3/2021 9:37 AM	210803-MNT04757	0:07:35	4TH AVE	SANTA FE ST	3
Assist invalid	8/3/2021 10:23 AM	210803-MNT04759	0:00:39	SAN ANTONIO AVE	10TH AVE	2
Assist invalid	8/4/2021 12:14 AM	210804-MNT04782	0:05:06	LINCOLN ST	3RD AVE	2
Assist invalid	8/4/2021 7:45 PM	210804-MNT04805	0:03:06	SAN CARLOS ST	12TH AVE	3
Assist invalid	8/10/2021 4:07 PM	210810-MNT04939	0:04:24	LINCOLN ST	7TH AVE	3
Assist invalid	8/15/2021 5:50 PM	210815-MNT05075	0:03:26	SAN CARLOS ST	8TH AVE	2
Assist invalid	8/28/2021 3:54 PM	210828-MNT05397	0:05:11	SAN ANTONIO AVE	4TH AVE	2
Dispatched & canceled en route	8/2/2021 2:14 PM	210802-MNT04729	0:04:03	N CARMELO ST	2ND AVE	3
Dispatched & canceled en route	8/21/2021 2:19 PM	210821-MNT05224	0:03:23	SAN CARLOS ST	12TH AVE	3
No incident found on arrival at dispatch address	8/4/2021 2:59 PM	210804-MNT04799	0:02:23	4TH AVE	TORRES ST	3
No incident found on arrival at dispatch address	8/8/2021 2:17 PM	210808-MNT04877	0:03:48	MONTE VERDE ST	7TH AVE	3
No incident found on arrival at dispatch address	8/9/2021 8:28 AM	210809-MNT04893	0:04:28	2ND AVE	N SAN ANTONIO AVE	2
No incident found on arrival at dispatch address	8/16/2021 10:01 AM	210816-MNT05089	0:02:14	3407 4TH AVE		3
No incident found on arrival at dispatch address	8/19/2021 1:23 PM	210819-MNT05168	0:00:04	6TH AVE	MISSION ST	2
No incident found on arrival at dispatch address	8/20/2021 9:59 PM	210820-MNT05211	0:02:36	SAN CARLOS ST	5TH AVE	3
No incident found on arrival at dispatch address	8/29/2021 12:11 PM	210829-MNT05419	0:01:10	JUNIPERO AVE	6TH AVE	3
29						
0:03:43						

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
700 Series (False Alarms)						
Smoke detector activation due to malfunction	8/14/2021 10:31 AM	210814-MNT05038	0:02:00	DOLORES ST	10TH AVE	2
Smoke detector activation due to malfunction	8/14/2021 6:12 PM	210814-MNT05048	0:05:30	SANTA RITA ST	1ST AVE	2
Alarm system sounded due to malfunction	8/24/2021 7:57 PM	210824-MNT05308	0:04:58	MISSION ST	VISTA AVE	3
Detector activation, no fire - unintentional	8/5/2021 7:14 AM	210805-MNT04810	0:04:38	SCENIC RD	8TH AVE	3
Detector activation, no fire - unintentional	8/8/2021 6:50 PM	210808-MNT04882	0:02:50	SAN CARLOS ST	SANTA LUCIA AVE	3
Alarm system activation, no fire - unintentional	8/3/2021 2:08 PM	210803-MNT04762	0:10:11	SCENIC RD	8TH AVE	3
		6	0:05:01			

Over 5 Minute Response Times Cause of Delay: Code 3 Responses			Code 2 Calls	25
210813-MNT05017	Route obstruction due to traffic		Code 3 Calls	45
210803-MNT04757	Distance 2nd call - Responded from Station 11 ME11		Total # of Incidents	70
210803-MNT04762	Delay due to mechanical issues on E15		% Under 5 Minute Response Time	93.3%

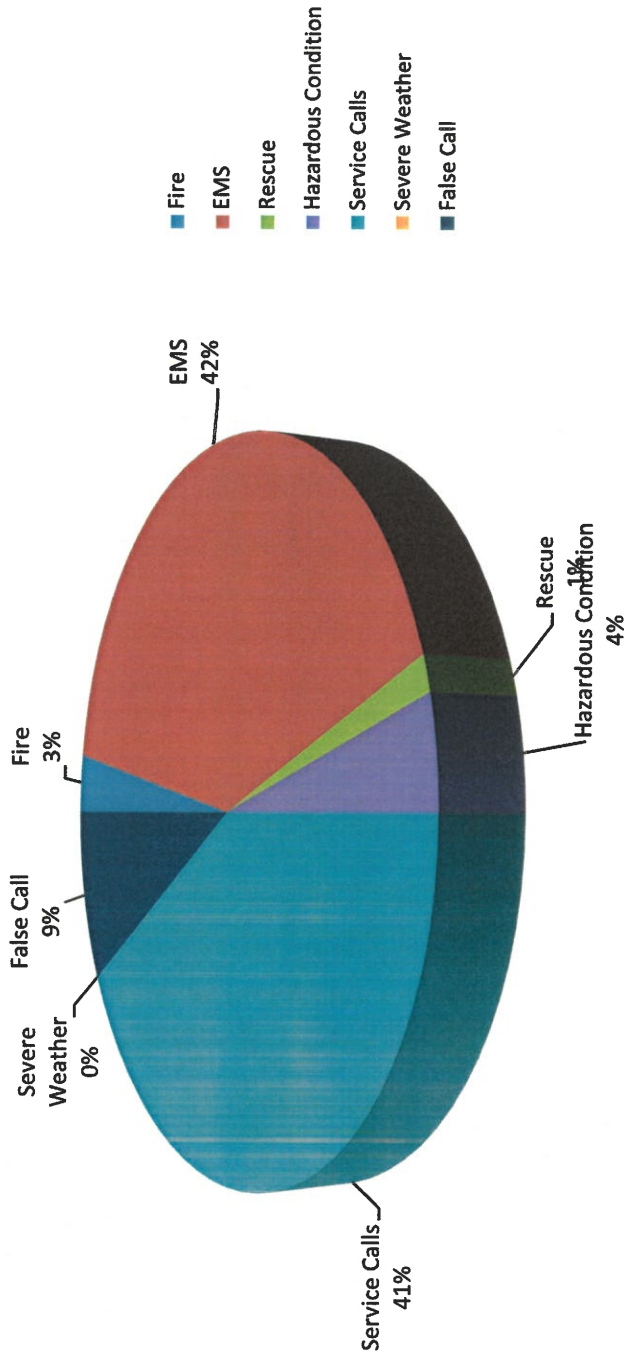


CARMEL-BY-THE-SEA
AUGUST 2021



Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	2	3:46
EMS	29	2:51
Rescue	1	2:14
Hazardous Condition	3	2:46
Service Calls	29	3:43
Severe Weather	0	0:00
False Call	6	5:01
Total Responses	70	3:25



Total Code 3 Calls:

45

Response Times for Code 3

Calls ≤ 5 minutes:

93.3%

August 2021 PRA

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2021-050	8/2/2021	8/12/2021	all emails sent to council since the beginning of July regarding the August 3rd's appeal hearing of the 7th and Dolores community room? Please simply send the ones that you were cc'd on.	Ian Martin	8/9/2021	
2021-051	8/3/2021	8/13/2021	copies of the two RFPs for Forest Theater management that were deemed responsive	Mary Schley		8/9/2021 sent email not public record until an award has been made
2021-052	8/10/2021	8/20/2021	any letters regarding the Serra statue from the last few months, as well as any claims filed against the city in regards to the statue	Pam Marino, Monterey County Weekly	8/12/2021	
2021-053	8/12/2021	8/23/2021	last 3 months, effectively 05/01/2021-08/01/2021, of issued building permits	Matt Kelly	8/13/2021	
2021-054	8/18/2021	8/30/2021	all public records from 2010 forward related to NW Corner of Scenic Drive and 8th Avenue APN: 010-312-027-000 including but not limited too permits,inspection reports, and applications for design changes.	Nicholas Smith, Horan Lloyd	8/27/2021	
2021-055	8/20/2021	8/30/2021	oaths for current City Council	Helen Evans	8/23/2021	
2021-056	8/20/2021	8/30/2021	building permit records for roofing repair permits for the last 50 years on the property containing Oak Tree Lodge, Mission between 5th & 6th, unit #5 #6 #7 & #8. The property is associated with building permit #210030; all permits issued for the said address for the last 60 years, not just roofing permits;	David Michelson	9/30/2021 - looked at file	amended by requester 8/23; email sent 8/24 to set an appointment to review paper file

August 2021 PRA

2021-057	8/27/2021	9/7/2021	copy of the City's entire file related to the above referenced Use Permit application of Verizon Wireless, including without limitation, any and all documents, reports, analysis, studies, correspondence or meeting notes related to this application and the associated Coastal Development Permit for the installation and operation of a wireless telecommunication facility on a replacement utility pole in the public right of way located in the Multi-Family Residential (R-4) District on the east side of Carmelo Street South of 8th Ave.	Ennis Dale & Mary Crowe		
2021-058	8/27/2021	9/7/2021	<p>ZONING ORDINANCE CODE – late 1990s to early 2000s – for the DESIGN REVIEW BOARD code what was ended by Sue McCleod, I believe right around year 2000. We're after the LATEST VERSION of the code for the Design Review Board when it was last active.</p> <p>ANY DOCUMENTON related to CARMEL DESIGN TRADITIONS with Nore Winter. We heard he produced a “final report” for his work in Carmel. Any documents related to his work in Carmel would be helpful.</p> <p>Also would be interested in the ORIGINAL VERSION of the video DON'T PAVE MAINSTREET by Clint Eastwood. I am very familiar with the video and cannot find the original version on the internet. I have found MANY versions on the Internet, but they are edited.</p>			
2021-059	8/31/2021	9/10/2021	Copy of the ordinance that authorizes the Cultural and Arts Commission	Hamish Tyler	9/1/2021	
2021-061	8/30/2021	9/9/2021	Can I please review the public records available for APN 010-273-013 and APN 010-273-012	Cody Phillips	9/9/2021	9/7 sent email to make an appointment to review file

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
2020-0001	8/2/2021			8/2/2021 Mo	Monish Gupta	669-214-7658	CC2100386	Completed	Released MJR
2020-0002	8/2/2021			8/3 Mo	Greg Lozano	559-643-1797	CC2100401	Completed	Released MJR
2020-0003	8/3/2021			08/03 Mo	Allen Law Firm	831-610-6906	CA2100365	Completed	Mailed MJR
2020-0004	8/13/2021	8/23/2021		8/18 DA	Lexis Nexis		CA2100381	no report	mailed back by DA
2020-0005	8/13/2021	8/23/2021		8/18 DA	Lexis Nexis		CA2100290	completed	mailed by DA
2020-0006	7/23/2021	8/3/2021		8/14/2021	Rosin Litigation		CA2000364	completed	mailed by DA
2020-0007	8/18/2021	8/28/2021		8/18 DA	Lexis Nexis		CA2100314	completed	mailed by DA
2020-0008	8/18/2021	8/28/2021		8/18 DA	Lexis Nexis		CA2100365	completed	mailed by DA
2020-0009	8/18/2021	8/28/2021		8/18 DA	Lexis Nexis		CA2100392	Completed	mailed by DA
2020-0010	8/19/2021	8/29/2021		8/20 DA	Annette Madrigal		CC2100295	Completed	mailed by DA



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – August 2021

TO: Honorable Mayor and City Council Members

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

SUBMITTED ON: September 2, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Meeting of August 2, 2021

- Received the Climate Change Committee's Vulnerability Report as part of the Climate Adaptation and Climate Action Plan Project.

Planning Commission Meeting of August 11, 2021

- Approved a 5-year extension to the Coastal Development Permit for the North Dunes Habitat Restoration Project.

Climate Action Committee Meeting of August 18, 2021

- Refined a list of pertinent regional agencies and an approach for ongoing public outreach.
- Received an update of Climate Action Plan tasks, including launching of the greenhouse gas emissions forecast being performed by a consultant.

Forest and Beach Commission Meeting of August 19, 2021

- Received a presentation regarding invasive species removals and maintenance activities for the Mission Trail Nature Preserve (MTNP) following the Planning Commission's May 2021 approval of a 5-year extension to the Coastal Development Permit.
- Received the Climate Change Committee's Vulnerability Report as part of the Climate Adaptation and Climate Action Plan Project.
- Denied a tree removal application for a public pine tree, located on Carmelo Street between 2 and 3 Southeast of Second Avenue, which periodically drips sap on parked cars.
- Pending additional information requested, deferred decision regarding removal of one stem of a multi-stem oak tree located on the applicant's neighboring property, but with one large stem growing at a 45-degree angle over applicant's house impeding the applicant's proposed 2nd story expansion, on Carpenter Street, 3 northwest of Fourth Avenue.

Public Works Administration

- Welcomed back Administrative Coordinator Yvette Oblander, who is helping Public Works about 25% of the time, and thanked Executive Assistant Leslie Fenton for keeping Public Works afloat with Forest and Beach Commission and financial tasks over the past year.

- Attended a Transportation Agency of Monterey County (TAMC) TAC meeting in which the Measure X match (called Maintenance of Effort, or MOE) will be recalculated. The MOE will now be based on calendar, rather than fiscal, years, and tied to a construction cost index. Unknown impact to Carmel's MOE requirement at this time.
- Prepared report and resolution recommending that Carmel Cares become an Official Support Group of the City.
- Reviewed top two proposals received from a Request for Proposals (RFP) for digital scanning and indexing services for Planning & Building.
- Met with Carmel Area Wastewater District (CAWD) and their consultants to determine if a Coastal Development Permit is required for CAWD's proposed Scenic Road sewer pipe bursting project (from Ocean Avenue south to City limits) projected to start in the winter.
- Attended Hazard Assessment and Confined Space Entry safety training from Alliant.

Carmel Cares

- Submitted alternative language for beach fire restrictions signs and alternative website verbiage, and stand ready to install these upgraded signage at their expense. Proposed wording was circulated to impacted departments for comments.
- With help from Public Works, Rancho Cielo and Carmel Cares distributed 179 boxes of vegetables and fruit, mostly to the Carmel Foundation and Carmel Youth Center.
- A Carmel Cares Median Minder pruned overgrown acacia along the Fourth Avenue boardwalk and stairs down to the beach.
- Continued to maintain and improve the Scenic Pathway, Devendorf Park, Forest Theater, Vista Lobos Park, Sunset Center grounds, median islands, and other initiatives.
- Held the Carmel Cares first anniversary celebration at the Cherry Center for the Arts.

Environmental Programs

- Finished specifications for fire fuel reduction in MTNP, and advertised the project for bids. Six companies were represented in a mandatory pre-bid site visit. The project is funded by a \$45k Coastal Conservancy grant.
- The Friends of MTNP continued pulling weeds, invasive ivy, dead vegetation, and fire fuel from the Preserve, and Public Works continued picking up piles.
- Met with the Coastal Conservancy who notified us that the proposed North Dunes Habitat Restoration Project's fore dunes boardwalk and beach stairs would likely qualify for a \$500,000 Prop 84 grant.
- Negotiated an Amendment to the Professional Services Agreement with Native Solutions to continue North Dunes Habitat Restoration Services for two fiscal years with a \$20k cap.
- The proposed Integrated Pesticide Policy cleared the legal hurdle and will be on the Council agenda for the September meeting.
- Completed and executed Professional Services Agreements for on-call, as-needed environmental services with Rincon Consultants and Dudek. Held kick-off meetings.
- Rincon began work on updating the City's Garbage Ordinance Section 8.16 to meet the regulatory requirements of SB 1383, which become effective on January 1, 2022.
- Held kick-off meeting with AMBAG and LSA Consulting to begin the Greenhouse Gas Emissions Forecast Study.

Facility Maintenance

- Supported the Heritage Foundation to replace the broken burglar alarm panel and continue monitoring services by Sentry Alarm.
- A plaque, in memory of Barbara Livingston, was inserted into a wooden bench located at the Mountain View entrance of the MTNP.
- Constructed a new roof for the Police Department's dog kennel, using redwood salvaged from a dead tree removed from Devendorf Park.
- Repaired a section of wood perimeter fence at Forest Theater which was knocked down in a car accident.
- Entry/exit gate arms and motor were replaced at the Norton Court parking garage.
- Power-washed Carmel stone walls around Sunset Center.
- Supported Human Resources by replacing HVAC air filters in all City buildings, ordering Covid-disinfectant supplies, preparing the Council Chambers, and performing other duties in preparation for in-person Council and Commission meetings.
- Windows for all City buildings were cleaned by a vendor for the first time in two years.
- Received three quotes to replace the broken air conditioner in the Harrison Memorial Library basement. Air conditioning is needed to keep heat-generating computer equipment operating.

Street Maintenance

- Provided extra field support to the Police, such as setting up vehicle barriers, delineators, and no parking signs, and providing extra dumpsters, portable toilets, and sinks, for the busy Car Week events.
- As part of the annual traffic striping, legends, and curb painting project, completed painting curbs red, blue, white, and green and finished yellow centerline stripes.
- Continued to clean out five fire pits on the beach, between Tenth and Twelfth Avenues. These fire pits continue to be misused; however, newly placed red signs attached to each fire pit base, noting "only clean, dry wood and water may be used," seems to be having a nominal effect for cooperation.
- Neill Engineering substantially completed the plans, specifications, and cost estimates for the annual paving project. This project will introduce a micro-surfacing pavement treatment, and includes a bike route and landscaped median islands along San Carlos Avenue. A public meeting to solicit input into the design of the medians is planned in September.

Forestry, Parks and Beach (Forester's Report)

- With help from Carmel Cares, the planting bed by the Devendorf Park pond was expanded.
- A large pine snapped and fell across Camino Del Monte.
- Two (2) Stop Work Orders were issued
- Based on the results of a survey included in a recent Friday Letter, 82% of respondents requested that additional striping be painted on the tennis court to add two new pickle ball courts. The results will be discussed with the Forest and Beach Commission meeting on September 9th.

Private and Development Activities

The following data have been updated. An inflation of 20 small trees have been removed from February for a more accurate representation of the removal to replanting ratio. As time passes, the data for other previous months may change as a result of project changes through completion.

2021 Permitted Removals and Required Planting

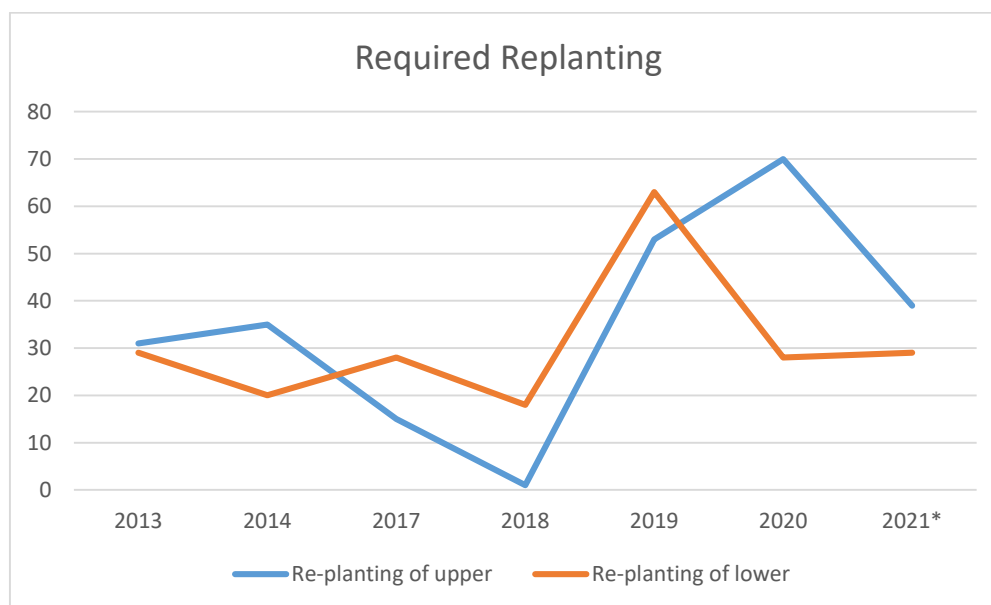
	Removals	Plant Upper	Plant Lower	No Room for New Trees	Meets Density Recommendation	Total Number of Trees Required
January	6	3	2	0	0	5
February	20	4	3	0	12	7
March	7	3	1	0	3	4
April	17	6	5	0	6	11
May	12	2	5	0	3	7
June	9	2	2	1	1	4
July	11	6	4	0	3	10
August	21	9	6	0	4	15
September						0
October						0
November						0
December						0
2021 Totals	103	35	28	1	32	63

The following data have been changed to reflect 2021 removals rather than the number of permit applications submitted. The replanting percentage for 2020 has been corrected.

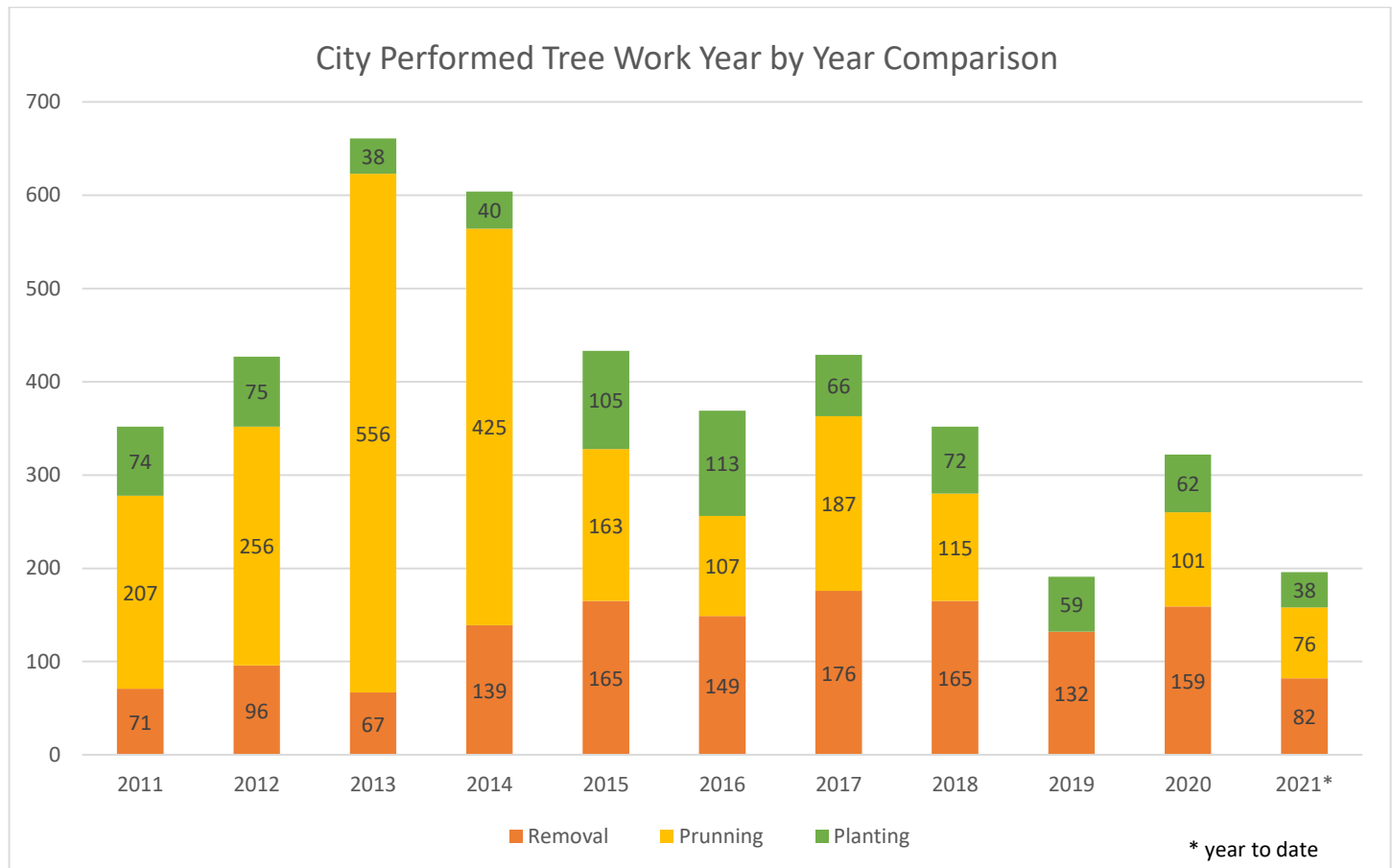
Historic Permitted Removals and Required Plantings

	Removal Permits	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%
2018	77	37	60	20	1	18	20.62%
2019	170	107	63	116	53	63	68.24%
2020	98	57	41	93	67	26	94.90%

	Permitted Removals	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %	Applications Processed
2021*	107	52	55	68	39	29	63.55%	138



City Forestry, Parks, and Beach Activities



City Work for August

Work Type	Count
Failures	1
Inspections	34
Plan review	6
Plantings	1
Prunings	4
Removals	5
Stop Work Orders	2
Stump Removals	0
Tree Assessments - Planning	3



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

October 5, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: August 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for August 2021.

BACKGROUND/SUMMARY:

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

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

FISCAL IMPACT:

The check register summary for August 2021 totals \$984,256.

PRIOR CITY COUNCIL ACTION:

Council ratified the July 2021 check register at its September 7 regular meeting.

ATTACHMENTS:

August 2021 check register

August 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
47479	Monterey County Convtn & Visitors Bureau	TID Remittance May-June 2021	08/13/2021	58,938.66
47480	Visit Carmel	CHID Remittance May-June 2021	08/13/2021	269,505.83
47559	Visit Carmel	CRID remittance Apr-June 2021	08/27/2021	68,324.66
Total for Department: 000 Marketing & Economic Dvlpmnt				396,769.15
Department: 110 City Council				
47386	Community Human Services	FY 2021-22 Grant disbursement	08/05/2021	3,000.00
47399	MEarth	FY 2021-22 Grant disbursement	08/05/2021	3,000.00
47407	Pacific Repertory Theatre	FY 2021-22 Grant disbursement	08/05/2021	3,000.00
47408	PadreParents-Sober Grad	FY 2021-22 Grant disbursement	08/05/2021	3,000.00
47437	Peninsula Messenger LLC	Mail service:sorting and delivery FY 2021-22	08/06/2021	6,314.00
47498	Community Human Services	JPA Contributions FY 2021-22	08/20/2021	16,375.00
Total for Department: 110 City Council				34,689.00
Department: 111 City Administration				
47379	Carmel Pine Cone	Legal noticing	08/05/2021	621.00
47383	Code Publishing Company	Muni Code updates:Web and paper	08/05/2021	537.00
47384	Comcast	City Hall business cable service	08/05/2021	73.17
47387	Corbin Willits System	MOM Financial system monthly fee	08/05/2021	720.79
47390	ECS Imaging, Inc	FY 2021-22 Laserfiche	08/05/2021	8,605.00
47392	Granicus, Inc.	Novus agenda management and video streaming	08/05/2021	12,932.33
47405	Netfile	FY 2021-22 subscription	08/05/2021	3,200.00
47406	Office Depot, Inc.	Office supplies	08/05/2021	59.24
47415	T-Mobile	Monthly cell service, usage and phone replacement	08/05/2021	2,395.01
47416	Toshiba Financial Service	Copier contract Admin:ESTUDIO 5506ACT	08/05/2021	373.06
47418	United Way	Financial Support for 211 Monterey County FY21-22	08/05/2021	3,000.00
47419	US Bank	Staff meeting expenses	08/05/2021	361.65
47423	Amazon Web Services Inc	Data and cloud storage fees	08/06/2021	958.24
47424	AT&T	Telephone service citywide FY 2021-22	08/06/2021	1,818.64
47427	Chavan and Associates, LLC	Financial Audit	08/06/2021	12,000.00
47431	Digital Deployment	Website support agreement	08/06/2021	700.00
47438	Sprint	Cell service, usage and purchases	08/06/2021	319.76
47444	Alhambra	Water service City Hall	08/13/2021	70.35
47449	Carmel Pine Cone	Legal noticing	08/13/2021	210.00
47453	Comcast Business	NonCNGEN internet and recurring charges	08/13/2021	644.82
47454	Constant Contact	Email messaging service	08/13/2021	588.00

47462	Iron Mountain	Records storage	08/13/2021	360.15
47463	Kaizen InfoSource, LLC	FY 2021-22 records retention services	08/13/2021	3,000.00
47473	South Bay Regional Public Safety	PD testing for dispatcher candidates	08/13/2021	243.87
47478	Zoom Imaging Solutions, Inc.	Admin/Finance Copier usage fees FY 2021-22	08/13/2021	473.46
47510	Office Depot, Inc.	Office supplies	08/20/2021	224.08
47514	Toshiba Financial Service	Copier contract Admin:ESTUDIO 5506ACT	08/20/2021	403.46
47518	Wageworks, Inc	Healthcare monthly Admin and Compliance fee	08/20/2021	160.00
47527	Comcast	City Hall business cable services	08/27/2021	73.17
47530	Corbin Willits System	MOM Financial system monthly fee	08/27/2021	720.79
47535	FedEx	Shipping fees	08/27/2021	33.76
47548	Office Depot, Inc.	Office supplies	08/27/2021	214.47

Total for Department: 111 City Administration	56,095.27
---	-----------

Department: 112 City Attorney

47440	Telecom Law Firm PC	Legal services: Wireless ordinance	08/06/2021	3,167.00
-------	---------------------	------------------------------------	------------	----------

Total for Department: 112 City Attorney	3,167.00
---	----------

Department: 115 Community Planning & Building

47377	American Planning Association	Membership for Evan Kort	08/05/2021	434.00
47397	Margaret Clovis	Evaluation for Sunset Center - Verizon Wireless	08/05/2021	1,080.00
47406	Office Depot, Inc.	Office supplies	08/05/2021	262.25
47450	Carmel Towing & Garage	Fuel for Building Official City vehicle	08/13/2021	49.13
47499	CSG Consultants, Inc.	Building Plan Review Services	08/20/2021	22,656.57
47500	De Lage Landen Financial	Monthly payment on photocopy machine	08/20/2021	202.11
47502	Engineered Fire Systems	Plan review services for fire systems	08/20/2021	350.00
47504	FedEx	Mailing volume study	08/20/2021	9.60
47505	IWORQ	Monthly Parcel Upload	08/20/2021	500.00
47512	Ryan Ranch Printers	Public Notice Post Cards	08/20/2021	490.15
47515	US Bank	Exam Fee for Director	08/20/2021	220.00
47551	Rachael Leticia Grewell/West Coast Signings	Notary services	08/27/2021	40.00

Total for Department: 115 Community Planning & Bu	26,293.81
---	-----------

Department: 116 Police

47373	Alhambra	Water service Police Dept	08/05/2021	223.34
47374	Allied Universal	Beach patrol services	08/05/2021	2,203.34
47376	American Messaging	Messaging services	08/05/2021	2.50
47378	Bay Area Polygraph	Polygraph services Police Dept	08/05/2021	600.00
47384	Comcast	Police Dept Business cable services	08/05/2021	302.73
47385	CHOMP	Testing services Police Dept	08/05/2021	27.00
47389	De Lage Landen Financial	Police Dept Copier Lease	08/05/2021	161.69

47396	Lemos Service Inc	Police Dept Auto repairs	08/05/2021	907.09
47404	Monterey Tire Service Inc	Police Dept-New tire purchases	08/05/2021	514.89
47406	Office Depot, Inc.	Office supplies	08/05/2021	33.86
47412	Rydin Decal	2022 Resident parking permit stickers	08/05/2021	805.74
47414	T2 Systems Canada Inc.	Digital iris service PD	08/05/2021	125.00
47420	Verizon Wireless	PD Vehicles Air cards FY 2021-22	08/05/2021	238.24
47425	CAPE Calif. Assoc for Property & Evidence	Annual membership	08/06/2021	50.00
47426	Caltronics/J.J.R Enterprises. Inc	Police Dept copier usage	08/06/2021	262.34
47429	Conner's Appliance	Repairs to fridge-PD	08/06/2021	99.00
47434	Hardee Polygraph Services	Polygraph services	08/06/2021	600.00
47435	Pacific Gas & Electric	Video cameras citywide	08/06/2021	218.27
47439	Surveillance Grid Intergration Inc	Monitoring and managment of security network	08/06/2021	4,575.00
47441	Verizon Wireless	PD Vehicles Air cards FY 2021-22	08/06/2021	220.27
47445	Allied Universal	Beach patrol services	08/13/2021	644.88
47447	Bay Area Polygraph	Polygraph services Police Dept	08/13/2021	325.00
47450	Carmel Towing & Garage	Auto repairs-PD vehicles	08/13/2021	994.42
47456	County of Monterey IT Dept	Cellular access/telephone calling and access	08/13/2021	3,033.51
47474	Transunion Risk & Alterna	Investigative services for PD-Monthly fee	08/13/2021	75.00
47475	Uretsky Security	Background investigations PD	08/13/2021	2,818.50
47492	American Messaging	Messaging services	08/20/2021	2.50
47495	Carmel Towing & Garage	Police Dept-Fuel FY 2021-22	08/20/2021	2,685.83
47497	Comcast	Police Dept Business cable services	08/20/2021	72.79
47500	De Lage Landen Financial	Police Dept Copier Lease	08/20/2021	161.69
47512	Ryan Ranch Printers	PD-Business cards	08/20/2021	180.26
47515	US Bank	Training expenses, fuel expense, car wash, supplies	08/20/2021	1,383.06
47516	US Bank Voyager Fleet	Police Dept: Fuel charges	08/20/2021	36.49
47519	Alhambra	Water service Police Dept	08/27/2021	178.72
47520	Allied Universal	Beach patrol services	08/27/2021	322.44
47527	Comcast	Police Dept Business cable services	08/27/2021	234.69
47528	CHOMP	Testing services Police Dept	08/27/2021	54.00
47532	Department of Justice/Accounting Office	Fingerprinting services-Police Dept	08/27/2021	49.00
47540	Lemos Service Inc	Police Dept Auto repairs	08/27/2021	175.07
47545	MOGO Urgent Care	Testing-recruitment candidates	08/27/2021	627.00
47552	Same Day Shred	Police Dept:Shredding services	08/27/2021	45.00
47554	T2 Systems Canada Inc.	Digital iris service PD	08/27/2021	250.00
47556	US Bank	Work pants, car wash	08/27/2021	178.74
47558	Verizon Wireless	PD Vehicles Air cards FY 2021-22	08/27/2021	304.10

Total for Department: 116 Police

27,002.99

Department: 117 Fire

47400	Mission Linen Service	Fire Dept linen service	08/05/2021	353.87
47428	City Of Monterey	FY 21-22 Fire Contract monthly charges	08/06/2021	222,578.82
47433	First Alarm	Alarm services Fire station 7/1/2021-9/30/2021	08/06/2021	275.94
47444	Alhambra	Water service Fire Dept	08/13/2021	165.44

47450	Carmel Towing & Garage	FY 2021-22 Fire Dept fuel purchases	08/13/2021	514.20
47456	County of Monterey IT Dept	Cellular access/telephone calling and access	08/13/2021	1,019.12
47465	Mission Linen Service	Fire Dept linen service	08/13/2021	106.57
47494	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	08/20/2021	10.09
47508	Mission Linen Service	Fire Dept linen service	08/20/2021	213.14
47515	US Bank	New stove and fridge	08/20/2021	2,311.84
47526	City Of Monterey	Fire engine repairs	08/27/2021	7,873.03
47544	Mission Linen Service	Fire Dept linen service	08/27/2021	106.57

Total for Department: 117 Fire

235,528.63

Department: 118 Ambulance

47382	City Of Monterey	FY 2021-22 Ambulance agreement	08/05/2021	1,777.30
47409	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	08/05/2021	31.86
47420	Verizon Wireless	Ambulance Dept:Phone service	08/05/2021	105.35
47422	Wittman Enterprises, LLC	Billing services Ambulance	08/06/2021	17,753.60
47432	Dr. James Stubblefield	Contract: Medical director	08/06/2021	5,500.00
47441	Verizon Wireless	Ambulance Vehicles Air cards	08/06/2021	38.25
47450	Carmel Towing & Garage	FY 2021-22 Ambulance Dept fuel purchases	08/13/2021	913.91
47457	De Lage Landen Financial	Ambulance Copier Lease FY 2021-22	08/13/2021	71.01
47469	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	08/13/2021	107.68
47477	Wittman Enterprises, LLC	Billing services Ambulance	08/13/2021	3,884.84
47493	Bound Tree Medical LLC	Medical supplies	08/20/2021	38.05
47511	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	08/20/2021	90.30
47523	Bound Tree Medical LLC	Medical supplies	08/27/2021	94.39
47546	Monterey Auto Supply Inc/Napa Auto Parts	Ambulance Dept-auto parts	08/27/2021	24.25
47549	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	08/27/2021	31.86
47558	Verizon Wireless	Ambulance Vehicles Air cards	08/27/2021	114.03

Total for Department: 118 Ambulance

30,576.68

Department: 119 Public Works

47375	American Lock & Key	New locks Santa Lucia restrooms	08/05/2021	449.50
47380	Carmel Towing & Garage	Fuel charges	08/05/2021	2,435.76
47381	Cintas Corporation	Uniforms for PW FY 2021-2022	08/05/2021	534.41
47388	Davey Resource Group, Inc.	TreeKeeper subscription 7/1/21-6/30/22	08/05/2021	2,500.00
47393	Granite Rock Company	D.G. path repairs	08/05/2021	209.24
47394	Greenwaste Recovery Inc	July beach dumpsters	08/05/2021	977.30
47398	Marina Backflow Company	Backflow test 5 locations	08/05/2021	300.00
47401	Monterey Auto Supply Inc/Napa Auto Parts	Core deposit, auto supplies and parts	08/05/2021	867.68
47403	Monterey Sanitary Supply	Cleaning supplies	08/05/2021	76.05
47410	Rene Aldama	Reimbursement for boots per MOU	08/05/2021	225.00
47411	Rental Depot - Monterey	Loader rental	08/05/2021	1,725.15
47413	Scarborough Lumber & Building	PW supplies	08/05/2021	5.60

47417	Underground Service Alert Nor Cal	USA North 811 2021 membership fee	08/05/2021	1,623.47
47419	US Bank	Covid response air filters and plexiglass dividers	08/05/2021	2,484.59
47442	Always Under Pressure	PW water recycling system replacement	08/11/2021	17,014.32
47443	Ailing House Pest Control	Pest control services	08/13/2021	414.00
47444	Alhambra	Water delivery	08/13/2021	160.27
47446	American Supply Company	FM janitorial supplies	08/13/2021	534.60
47448	Carmel Area Wastewater District	14 stormwater inspections	08/13/2021	2,164.16
47451	Cintas Corporation	Uniforms for PW FY 2021-2022	08/13/2021	122.58
47452	City Of Monterey	CPR & AED training	08/13/2021	240.00
47457	De Lage Landen Financial	Copier lease and usage	08/13/2021	205.39
47458	Edges Electrical Group	Electrical supplies	08/13/2021	53.10
47459	Gerecke Electrical LLC	City Hall electrical services	08/13/2021	450.00
47461	Golden State Portables	Handicap unit Forest Theater	08/13/2021	2,285.26
47464	Marina Backflow Company	Test on backflow devices - 7 locations	08/13/2021	420.00
47466	Monterey Auto Supply Inc/Napa Auto Parts	Sweeper parts	08/13/2021	65.13
47470	Pureserve Building Service	Janitorial Services	08/13/2021	16,166.72
47471	Scarborough Lumber & Building	PW supplies	08/13/2021	130.26
47472	Signworks Inc	Beach fire signs	08/13/2021	355.61
47494	Caltronics/J.J.R Enterprises. Inc	Copy machine usage fee per contract	08/20/2021	60.24
47495	Carmel Towing & Garage	Fuel charges	08/20/2021	2,262.15
47501	Edges Electrical Group	Replacement timer for SC north lot pkg lots	08/20/2021	1,207.85
47506	John Ley's Tree Service	Tree work citywide	08/20/2021	4,090.00
47509	Monterey Auto Supply Inc/Napa Auto Parts	Auto supplies and parts	08/20/2021	869.09
47513	Scarborough Lumber & Building	PW supplies	08/20/2021	97.22
47517	USA North 811	CA State fee for regulatory costs	08/20/2021	727.01
47521	American Lock & Key	Key blanks & replacement keys	08/27/2021	152.95
47522	American Supply Company	Janitorial supplies FY 21-22	08/27/2021	254.28
47525	Cintas Corporation	Uniforms for PW FY 2021-2022	08/27/2021	263.24
47529	Conte's Generator Service	Semi-annual service on FD emergency generator	08/27/2021	650.00
47531	De Lage Landen Financial	Copier lease and usage	08/27/2021	205.39
47533	Edges Electrical Group	Electrical supplies FY 2021-2022	08/27/2021	124.77
47536	Greenwaste Recovery Inc	August foodwaste bin	08/27/2021	1,261.82
47537	Griggs Nursery Inc	Misc plants	08/27/2021	552.22
47538	Hayward Lumber	PW supplies	08/27/2021	658.75
47539	Kelly-Moore Paint Company Inc	Materials for interior painting of both libraries	08/27/2021	80.33
47542	Martins Irrigation Supply, INC.	Misc irrigation supplies	08/27/2021	302.29
47543	Mirage Window Cleaning	Window washing city buildings	08/27/2021	2,220.00
47546	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle Supplies FY 2021-2022	08/27/2021	241.85
47547	Monterey County Weekly Classifieds	MNTP bid notice	08/27/2021	420.00
47553	Scarborough Lumber & Building	PW supplies	08/27/2021	73.14
47555	Tope's Tree Service Inc.	Tree work citywide	08/27/2021	9,846.50
47556	US Bank	Covid response office use shields	08/27/2021	7,093.97
47557	Valley Hills Nursery	Plants	08/27/2021	108.81
47560	West Coast Door & Gates	Norton Court parking garage barrier arm	08/27/2021	10,475.00

Total for Department: 119 Public Works

99,494.02

Department: 120 Library

47436	Pacific Grove Self Storage	Storage unit for city art	08/06/2021	279.00
Total for Department: 120 Library				279.00

Department: 121 Community Activities

47391	Good Roots Events, Inc.	Biodegradable produce bags, hand sanitizer & wipes for	08/05/2021	1,440.00
47402	Monterey County Pops!	Advertising for 4th of July concert	08/05/2021	859.00
47496	Carmel Woman's Club, Inc	Cleaning fee - rental for Homecrafters' jury	08/20/2021	100.00
Total for Department: 121 Community Activities				2,399.00

Department: 122 Economic Revitalization

47421	Visit Carmel	Marketing & economic development contribution:Q1	08/05/2021	25,200.00
Total for Department: 122 Economic Revitalization				25,200.00

Department: 130 Non-Departmental

47430	Del Dono Court LLC	Claim settlement	08/06/2021	20,000.00
47435	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	08/06/2021	19.84
47467	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	08/13/2021	11,008.07
47524	Cal-Am Water Company	Water service citywide FY 2021-22	08/27/2021	12,621.01
47531	De Lage Landen Financial	Property tax and tax admin fees	08/27/2021	61.17
47550	Prism Public Risk Innovation	Primary General Liability Program	08/27/2021	801.00
Total for Department: 130 Non-Departmental				44,511.09

Department: 513 Veh & Equip Replacement

47455	Cosco Fire Protection	Services: Sunset Center fire pump replacement	08/13/2021	2,250.00
Total for Department: 513 Veh & Equip Replacement				2,250.00
Grand Total				984,255.64

August Contract Payments:

Vendor	Contract Amt	Paid through Aug	Contract Balance
Pen Messenger	\$ 122,000.00	\$ 12,874.00	\$ 109,126.00
Pureserve	\$ 102,000.00	\$ 16,166.72	\$ 85,833.28
Tope's Tree Svc	\$ 25,000.00	\$ 47,309.50	\$ (22,309.50) <i>contract amendment forthcoming</i>
Telecom Law Firm PC	\$ 10,000.00	\$ 3,167.00	\$ 6,833.00
J. Ley's Tree Svc.	\$ 25,000.00	\$ 4,090.00	\$ 20,910.00
City of Monterey	\$2,670,946.00	\$ 222,578.82	\$2,448,367.18 Fire admin services

CITY COUNCIL SPECIAL MEETING
Tuesday, September 7, 2021
3:00 PM

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

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 3:00 p.m. All council members were present.

CLOSED SESSION

Mayor Potter announced the Closed Session items.

- Item A:** Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Property: Forest Theater (lots one to fifteen inclusive in block 85 as designated on the Map of Addition Number 5 to Carmel-by-the-Sea). Agency Negotiators: City Administrator Chip Rerig, Library and Community Activities Director Ashlee Wright, Public Works Director Robert Harary and City Attorney Brian Pierik; Negotiating Parties: Steven Retsky and Pacific Repertory Theatre; Under Negotiation: Terms of Lease
- Item B:** Conference with Legal Counsel – Anticipated Litigation, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - Number of potential cases; One case
- Item C:** Public Employee Performance Evaluation pursuant to Government Code Section 54957; Title: City Administrator
- Item D:** Conference with Labor Negotiators pursuant to Government Code Section 54957.6; Agency designated representatives: City Administrator Chip Rerig and Assistant City Administrator Maxine Gullo; Unrepresented employees: Assistant City Administrator, Public Works Director, Community Planning & Building Director, Director of Budget and Contracts, Library & Community Activities Director, Director of Public Safety, Finance Manager, City Clerk, Information Systems/Network Manager

Public Comments - None

PUBLIC APPEARANCES

There were no public appearances.

ADJOURNMENT

Mayor Potter adjourned the Closed Session at 4:25 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright, Acting City Clerk

REGULAR MEETING
Tuesday, September 7, 2021

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 p.m. All council members were present.

EXTRAORDINARY BUSINESS

Item A: Jacob's Heart Proclamation; declaration of September as Childhood Cancer Awareness month

Council member Baron read the proclamation. Development Coordinator, Haley Brown spoke on behalf of Jacob's Heart.

PUBLIC APPEARANCES

The following members of the public spoke on items not on the agenda:

- Karyl Hall
- Laura Bowling
- Nina Beatty
- LaNette Zimmerman

ANNOUNCEMENTS

Item A: City Administrator Announcements

The City Administrator thanked Ashlee Wright and Leslie Fenton for taking on the duties of City Clerk. He announced that we have a new Police Officer, Brian Liddy joining the Police Department. He also announced that the City had received Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting and thanked the Finance Team. The City Administrator announced that IT Manager Joel Staker's father, Bob Staker, died from complications of COVID and that the meeting will be adjourned in his honor.

Item B: City Attorney Announcements

The City Attorney stated that there was nothing to report out from the Closed Session agenda for items A and B and that the Council did not have time to consider items C and D.

Item C: Council Member Announcements

Mayor Pro Tem Richards thanked Ashlee Wright and Leslie Fenton and congratulated Carmel High School on winning the shoe again this year.

Council Member Ferlito announced that she is serving on an illegal dumping and litter task force and that CalTrans may start to move homeless encampments. She announced that she is also on the coast walk committee and that there is an AMBAG meeting tomorrow on regional housing needs and assessment numbers.

Council Member Baron announced the future agenda items for the Climate Change Committee which included a presentation from Monterey County on the Disaster Resilience Plan, a report on fire resilience, and update on the 2022 building code revisions and community outreach. He stated that Environmental Compliance Manager Agnes Martelet is finishing up and adaptation plan that will be presented at the November 18 community meeting.

Council Member Theis announced two upcoming Fire/Ambulance Ad Hoc Committee meetings on September 14 and 21 at 4:30 p.m. to get input from the community.

Mayor Potter announced that he saw the musical Shrek at the Forest Theater and it was great.

CONSENT AGENDA

Item 7 was pulled for further discussion.

- Item 1:** August 2, 2021 Public Improvement Authority Meeting Minutes, August 2, 2021 Special Meeting Minutes, August 3, 2021 Regular Meeting Minutes and August 3, 2021 Special Meeting Minutes
- Item 2:** Monthly Reports for July: 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:** July 2021 Check Register Summary
- Item 4:** Resolution 2021-044 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2021 annual League of California Cities conference
- Item 5:** Resolution 2021-045 authorizing Free Use Days of the Sunset Center Theater and Lobby for the Carmel Public Library Foundation and Carmel Unified School District
- Item 6:** Resolution 2021-046 designating Carmel Cares as an official City Support Group in accordance with Support Group Policy No. 89-47
- Item 8:** Resolution 2021-048 establishing the City of Carmel-by-the-Sea Integrated Pest Management Policy, Policy Number 2021-001
- Item 9:** Resolution 2021-049 authorizing the City Administrator to execute a professional services agreement with IT Management Corporation for IT Reconfiguration Services as part of the Police Dispatch Renovation Project in an amount not to exceed \$41,360 and approving a budget amendment of \$50,000 to the Fiscal Year 2021-2022 Adopted Budget
- Item 10:** Resolution 2021-050, authorizing the City Administrator to execute Amendment No. 2 to the Professional Services Agreement with Native Solutions, extending the term one year to June 30, 2023, and for a not-to-exceed fee of \$10,000 for Fiscal Year 2021-2022, and \$10,000 for Fiscal Year 2022-2023, pending Council Budget approval, for the North Dunes Habitat Restoration Project

- Item 11:** Resolution 2021-051 authorizing the consumption of alcohol on public property for the Chamber of Commerce's 35th Annual Taste of Carmel event to be held Wednesday, October 6 on Ocean Avenue and Mission Street
- Item 12:** Resolution 2021-052 amending Policy C95-01 Claims Against the City
- Item 13:** Resolution 2021-053 authorizing the City Administrator to establish and adopt the job description and salary range for Principal Planner and amend the Fiscal Year 2021/22 Budget to add the Principal Planner position.
- Item 14:** Resolution 2021-054 authorizing the City Administrator to execute the First Amendment to the professional services agreement with NHA Advisors, LLC for pension consulting services in an amendment amount not to exceed \$15,000

On a motion made by Council Member Baron and seconded by Mayor Pro Tem Richards, the City Council **approved items 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, and 14 on the Consent Agenda** by the following vote:

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

The following items were pulled for further discussion:

- Item 7:** Resolution 2021-047 authorizing the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services along Scenic Road, in County jurisdiction extending to Carmelo & 17th Avenue

City Administrator provided an introduction to this item and Public Safety Director Paul Tomasi provided the staff report and responded to questions from Council.

Public Comment

- Jay Pack
- Pamela Good

Council discussion followed.

Upon a motion made by Mayor Potter and seconded by Mayor Pro Tem Richards, the City Council moved to adopt Resolution 2021-047 authorizing the City Administrator to enter into an agreement with Monterey County to provide parking enforcement services along Scenic Road, County jurisdiction extending to Carmelo & 17th Avenue with the amendment from Mayor Potter and seconded by Mayor Pro Tem Richards to return to Council in six months with a report out and consideration of revocation by the following vote:

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

ORDERS OF BUSINESS

Item 15: Council Retreat follow up and results

City Administrator Chip Rerig provided the staff report and responded to questions from Council.

Public Comment – None

Council discussion followed. No formal action was taken.

Item 16: Coastal Conservancy State Grant Funding for the North Dunes Restoration and Boardwalk Extension/Staircase Project

Environmental Compliance Manager Agnes Martelet provided the staff report and responded to questions from Council.

Public Comment

- Richard Kreitman

City Administrator Chip Rerig responded to comments from the public.

Council discussion followed.

Upon a motion made by Mayor Potter and seconded by Council Member Theis, the City Council moved to provide staff with direction to staff pursue a grant application with the State Coastal Conservancy for planning, design and implementation of the North Dunes Restoration and Boardwalk Extension/Staircase Project, by the following call vote:

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

Item 17: Resolution 2021-055 approving the City's investment strategy for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services and authorizing deposits totaling \$1 million into the Trust

Director of Budget and Finance Sharon Friedrichsen provided the staff report and responded to Council questions.

Public Comment – None

Council discussion followed.

Upon a motion made by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council moved to adopt Resolution 2021-055 approving the City's investment strategy for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services and authorizing deposits totaling \$1 million into the Trust by the following vote:

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

Item 18: Receive a report on the preliminary status of Fiscal Year 2020-2021 and adopt Resolution 2021-056 authorizing the City Administrator to make transfers of appropriations between departments as part of the Fiscal Year 2020-2021 year-end process

Director of Budget and Finance Sharon Friedrichsen provided the staff report and responded to Council questions.

Public Comment – None

Council discussion followed.

Upon a motion made by Council Member Baron and seconded by Council Member Theis, the City Council moved to adopt Resolution 2021-056 authorizing the City Administrator to make transfers of appropriations between departments as part of the Fiscal Year 2020-2021 year-end process by the following vote:

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

Item 19: Consideration of extending mandatory removal dates beyond September 12th, 2021 for temporary parklets and temporary outdoor seating, including potential fees for parklets and outdoor seating in the public right-of-way

Community Planning and Building Director Brandon Swanson provided the staff report and responded to questions from Council.

Public Comments

- Tim Twomey
- Stacey Steele
- Jack Galante
- Kim Stemler
- Lydia Lyons
- Parker Logan
- Stephanie Locke
- Neda
- Richard Kreitman
- Tony Salameh
- Ara Azhderian
- Dawn Galante

- David Fink
- Bashar Sneh
- Graeme Robertson
- Ken Spillfogel
- Cindy Lyod

Council discussion followed.

Upon a motion made by Council Member Theis and seconded by Mayor Pro Tem Richards, the City Council approved extending the parklets for 30 days from September 12 and to allow wine tasting outdoors on private property only by the following vote:

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

Upon a motion made by Council Member Theis and seconded by Mayor Potter, the City Council approved collecting a fee of \$842 per parking stall per month for parklets to be paid by September 13 and continuing forward in 30 day increments or parklet owners will face having their parklets removed by the following vote:

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

Item 20: Receive an update on the development of a paid parking program in Camel-by-the-Sea, and provide direction to staff on a public outreach survey.

Community Planning and Building Director Brandon Swanson provided the staff report and responded to questions from Council.

Public Comment

- Parker Logan
- Richard Kreitman

Council discussion followed. No formal action was taken.

FUTURE AGENDA ITEMS

ADJOURNMENT

There being no further business Mayor Potter adjourned the meeting in honor of Robert Staker at 9:13 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright, Acting City Clerk



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

**October 5, 2021
CONSENT AGENDA**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2021-058 ratifying current Board and Commission members terms to align with updates to Chapters 2.28, 2.32, 2.36, 2.72 and 2.74 of the Carmel Municipal Code changing the annual term expiration date from September 30 to April 30.

RECOMMENDATION:

Adopt Resolution 2021-058 ratifying current Board and Commission members terms to align with updates to Chapters 2.28, 2.32, 2.36, 2.72 and 2.74 of the Carmel Municipal Code changing the annual term expiration date from September 30 to April 30.

BACKGROUND/SUMMARY:

Previously board and commission appointments expired on September 30 of each year and new appointees or re-appointees were confirmed at the regular October Council meeting. The September expiration date occurred close to the new November election date established by the Council in June of 2017. At its June 2021 regular meeting Council adopted ordinance 2021-001 amending sections 2.28.030, 2.28.060, 2.32.030, 2.36.030, 2.72.030 and 2.74.010 of the Carmel-by-the-Sea Municipal Code related to timing of Board and Commission appointments.

As of June 2021 the new term expiration date will be April 30 of each year going forward superseding the old expiration date of September 30 with no more than two members terms per Commission or Board expiring each year.

Staff worked with the Mayor and Mayor Pro Tem, who appoint Commission and Board members, to determine how to adjust the current terms. Many thanks to all of the Commission and Board members who also worked with staff to make these changes and for their continued service to the village.

The new term expiration dates for each of the Commissions and Boards will be as follows:

Planning Commission

Michael LePage - April 30, 2022

Stephanie Locke- April 30, 2023

Chris Bolton- April 30, 2023

Robert Delves - April 30, 2024

Gail Lehman - April 30, 2022

Historic Resources Board

Kathy Pomeroy - April 30, 2025

Erik Dyar - April 30, 2022

Karyl Hall - April 30, 2024

Jordan Chroman - April 30, 2022

Kathryn Gualtieri- April 30, 2023

Forest and Beach Commission

Darlene Mosley - April 30, 2022

Sarah Berling - April 30, 2023

JC Myers - April 30, 2023

Brian Sours - April 30, 2024

Michael Caddell - April 30, 2022

Community Activities Commission

Donna Jett - April 30, 2024

Judy Refuerzo - April 30, 2022

Linda Califiore - April 30, 2022

John Micek - April 30, 2023

Ellen Martin - April 30, 2024

Harrison Memorial Library Board of Trustees

John Krisher - April 30, 2022

Phil Pardue - April 30, 2022

Susan Murphy - April 30, 2023

Tara Twomey - April 30, 2023

Vacant - April 30, 2024

FISCAL IMPACT:

There is no fiscal impact associated with this item.

PRIOR CITY COUNCIL ACTION:

At its June 2021 regular meeting Council adopted ordinance 2021-001 amending sections 2.28.030, 2.28.060, 2.32.030, 2.36.030, 2.72.030 and 2.74.010 of the Carmel-by-the-Sea Municipal Code related to timing of Board and Commission appointments.

ATTACHMENTS:

Attachment - Resolution 2021-058 Board and Commission terms

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

RESOLUTION NO. 2021-058

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RATIFYING CURRENT BOARD AND COMMISSION MEMBERS TERMS TO ALIGN WITH
UPDATES TO CHAPTERS 2.28, 2.32, 2.36, 2.72 AND 2.74 OF THE CARMEL MUNICIPAL
CODE CHANGING THE ANNUAL TERM EXPIRATION DATE FROM SEPTEMBER 30 TO
APRIL 30.**

WHEREAS, previously board and commission appointments expired on September 30 of each year and new appointees or re-appointees were confirmed at the regular October Council meeting; and

WHEREAS, the September expiration date occurred close to the new November election date as established by the Council in June of 2017; and

WHEREAS, at its June 2021 regular meeting Council adopted ordinance 2021-001 amending sections 2.28.030, 2.28.060, 2.32.030, 2.36.030, 2.72.030 and 2.74.010 of the Carmel-by-the-Sea Municipal Code related to timing of Board and Commission appointments; and

WHEREAS, as of June 2021 the new term expiration date will be April 30 of each year going forward superseding the old expiration date of September 30; and

WHEREAS, term expirations for all current Board and Commission appointees were updated to reflect the April 30 term expiration.

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

Ratify the Planning Commission, Historic Resources Board, Forest and Beach Commission, Community Activities Commission, and Harrison Memorial Library Board of Trustees term expirations as follows:

Planning Commission

Michael LePage - April 30, 2022

Stephanie Locke- April 30, 2023

Chris Bolton- April 30, 2023

Robert Delves - April 30, 2024

Gail Lehman - April 30, 2022

Historic Resources Board

Kathy Pomeroy - April 30, 2025

Erik Dyar - April 30, 2022

Karyl Hall - April 30, 2024

Jordan Chroman - April 30, 2022

Kathryn Gualtieri- April 30, 2023

Forest and Beach Commission

Darlene Mosley - April 30, 2022
Sarah Berling - April 30, 2023
JC Myers - April 30, 2023
Brian Sours - April 30, 2024
Michael Caddell - April 30, 2022

Community Activities Commission

Donna Jett - April 30, 2024
Judy Refuerzo - April 30, 2022
Linda Califiore - April 30, 2022
John Micek - April 30, 2023
Ellen Martin - April 30, 2024

Harrison Memorial Library Board of Trustees

John Krisher - April 30, 2022
Phil Pardue - April 30, 2022
Susan Murphy - April 30, 2023
Tara Twomey - April 30, 2023
Vacant - April 30, 2024

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 5th day of October, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



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

October 5, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-059 approving the City of Carmel-by-the-Sea Section 115 Post Employment Benefits Trust Investment Guidelines Policy

RECOMMENDATION:

Resolution 2021-059 approving the City of Carmel-by-the-Sea Section 115 Post Employment Benefits Trust Investment Guidelines Policy.

BACKGROUND/SUMMARY:

On August 2, 2021, the City Council adopted Resolution 2021-040 approving the establishment of a Section 115 Trust known as the Public Agencies Post-Employment Benefits Trust (Trust) administered by the Public Agency Retirement Services (PARS). A Section 115 Trust is a tax-exempt investment vehicle authorized by the Internal Revenue Services that enables the City to set aside funds exclusively for the purpose of pre-funding its pension obligations. As part of the process of establishing the trust, on September 7, 2021, Council adopted Resolution 2021-055 and selected the “moderately conservative” investment portfolio strategy.

The purpose of this agenda item is for Council to approve the Investment Guidelines for the Trust. Highmark Capital Management, the Investment Manager for the Trust, drafted the guidelines to confirm the City’s investment objectives. Guidelines help communicate and maintain the City’s long-term goals when faced with short-term market volatility. In addition, the Guidelines outline the duties and responsibilities of the Trustee, the Investment Manager, and the Sponsor (the City).

FISCAL IMPACT:

There is no fiscal impact associated with approving the investment guidelines.

PRIOR CITY COUNCIL ACTION:

The City Council approved the establishment of a Section 115 Trust on August 2, 2021. Council subsequently adopted the investment strategy for the Trust portfolio on September 7, 2021.

ATTACHMENTS:

Attachment #1- Resolution Approving Trust Investment Guidelines

Attachment #2- Exhibit A- Investment Guidelines

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

RESOLUTION NO. 2021-059

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE CITY OF CARMEL-BY-THE-SEA SECTION 115 POST-EMPLOYMENT
BENEFITS TRUST INVESTMENT GUIDELINES POLICY**

WHEREAS, the City desires to set aside funds within a Section 115 Pension Trust for the purpose of pre-funding its pension obligations; and

WHEREAS, on August 2, 2021, the City Council adopted Resolution 2021-040 approving the adoption of the Public Agencies Post-Employment Benefits Trust (Trust) administered by the Public Agency Retirement Services and the City's participation in the Program; and

WHEREAS, on September 7, 2021 City Council adopted Resolution 2021-055 approving the City's investment strategy pertaining to the Trust; and

WHEREAS, the proposed Investment Guidelines prepared by the Trust's Investment Manager, Highmark Capital Management, Inc., confirms the investment goals, objectives and management policies of the investment strategy.

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

Approve the investment guidelines policy within the attached Exhibit A.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 5th day of October 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



Investment Guidelines Document

City of Carmel-by-the-Sea

Employee Benefits Fund Pension Plan

September 2021

Investment Guidelines Document

Scope and Purpose

The purpose of this Investment Guidelines Document is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's short- and long-term needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of September 2021

Plan Sponsor:	City of Carmel-by-the-Sea
Governance:	City Council for the City of Carmel-by-the-Sea
Plan Name ("Plan"):	City of Carmel-by-the-Sea Employee Benefit Fund Pension Plan
Trustee:	US Bank
	Contact: Sue Hughes, 949-224-7209
	Susan.hughes@usbank.com
Type of Account:	Pension Plan
ERISA Status:	Not subject to ERISA
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser
	Contact: Andrew Brown, CFA, 415-705-7605
	Andrew.brown@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon: Intermediate-term 5-7 years

Anticipated Cash Flows: Assets in the Plan will seek to mitigate the impact of future rate increases from CalPERS. Typically increases in rates come with a one-year advance warning, however this Plan may transfer assets to CalPERS at any time.

Investment Objective: The primary objective is to generate a reasonable level of growth. The assets in this Plan will eventually be used to fund Pension Plan obligations for assets managed in the CalPERS Trust.

Risk Tolerance: *Moderately Conservative*
The account's risk tolerance has been rated moderately conservative, which demonstrates that the account can accept some price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	50%-80%	20%-40%
Policy: 5%	Policy: 65%	Policy: 30%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	20%-40%
<i>Equity Style</i>	<i>Range</i>
Domestic Large Cap Equity	10%-30%
Domestic Mid Cap Equity	0%-10%
Domestic Small Cap Equity	0%-12%
International Equity (incl. Emerging Markets)	0%-12%
Real Estate Investment Trust (REIT)	0%-8%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	50%-80%
<i>Fixed Income Style</i>	<i>Range</i>
Long-term bonds (maturities >7 years)	0%-30%
Intermediate-term bonds (maturities 3-7 years)	30%-80%
Short-Term bonds (maturities <3 years)	0%-25%
High Yield bonds	0%-6%

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

15.50%	S&P500 Index
3.00%	Russell Mid Cap Index
4.50%	Russell 2000 Index
2.00%	MSCI Emerging Market Index
4.00%	MSCI EAFE Index
1.00%	Wilshire REIT Index
49.25%	Bloomberg Barclays US Aggregate Index
14.00%	ML 1-3 Year US Corp/Gov't
1.75%	US High Yield Master II Index
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth Index
Value	Russell Mid Cap Value Index
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth Index
Value	Russell 2000 Value Index
REITs	Wilshire REIT Index
International Equity	MSCI EAFE Index
Investment Grade Bonds	Bloomberg Barclays Capital US Aggregate Index
High Yield	US High Yield Master II Index

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-adviser.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The City Administrator (Plan Administrator for the Plan) is responsible for:

- Confirming the accuracy of this Investment Guidelines Document, in writing.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.
- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.

Responsibilities of Trustee

The Plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the City Administrator with the development and maintenance of this Investment Policy Guideline document annually.
- Meeting with the City Administrator annually to review portfolio structure, holdings, and performance and assisting in presenting the annual review to City Council.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Voting proxies, if applicable.
- Recommending changes to any of the above.

- Periodically reviewing the suitability of the investments, being available to meet with the City Administrator at least once each year, and being available at such other times within reason at your request.
- Preparing and presenting appropriate reports.
- Informing the City Administrator if changes occur in personnel that are responsible for portfolio management or research.

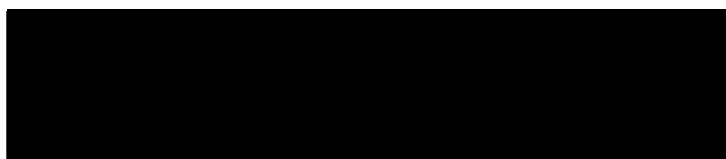
Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Guidelines Document, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Guidelines Document supersedes all previous versions of an Investment Guidelines Document or investment objective instructions that may have been executed for this account.

 Chip Rerig, City Administrator
 Plan Sponsor: City of Carmel-by-the-Sea

Date: _____



Date: 9/22/2021

Investment Manager: Andrew Brown, CFA, Senior Portfolio Manager, (415) 705-7605



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

October 5, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-061, Authorizing the City Administrator to Execute a Contract with Tope's Tree Service for a not-to-exceed amount, including a 5% contingency, of \$58,275 to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project

RECOMMENDATION:

Adopt Resolution 2021-061, authorizing the City Administrator to execute a contract with Tope's Tree Service for a not-to-exceed amount, including a 5% contingency, of \$58,275 to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project.

BACKGROUND/SUMMARY:

In April 2021, the City submitted an application to the State Coastal Conservancy for funding under the Forest Health and Wildfire Resilience Grant Program. The purpose of the Program is to develop and implement projects that improve forest health and reduce the risk of catastrophic fire in areas where people are living near open spaces. The City requested \$45,000 to support fire fuel reduction efforts at the Mission Trail Nature Preserve.

In June 2021, the State Coastal Conservancy Board approved the grant award, and, in July 2021, the City Council accepted the grant funds to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project. The grant funds will be utilized to supplement funds from the Friends of Mission Trail Nature Preserve and the City to conduct invasive species and fire fuel management actions, particularly along the western edge of the Preserve where it abuts residential properties along Ridgewood Drive, and on the eastern side of the Preserve, near Flander's Mansion. Project and grant management will be provided by Public Works. Staff has been working closely with the Friends of Mission Trail Nature Preserve, PG&E, the Fire Department, and our consulting biologist, Nikki Nedeff, to ensure successful fire fuel abatement that will minimize impacts to sensitive habitats and species in the Preserve.

The project was extensively advertised for bids. Legal announcement was placed in the Carmel Pine Cone, and the project was posted on the City, construction industry, and public bidding websites. Also, courtesy notification letters were sent to landscaping and tree service companies who have City business licenses.

Six contractors attended the mandatory pre-bid meeting and site tour.

The contract award was based on the lowest responsive, responsible bid for the Base Bid items. The Base Bid covered mobilization, and fire fuel abatement (1) along the west side of Willow Trail, (2) on a dry grass slope to the east of Serra Trail below the Martin Meadow, and (3) to the southwest of Flander's Mansion. Two bid additives were included for fuel abatement on a nearby parcel owned by the Big Sur Land Trust, and for another fuel sweep over seven acres in the Preserve.

One bid was received and announced at the public Bid Opening held on September 21, 2021. The bid received was submitted by Tope's Tree Service for \$55,500 (base bid) and was found to be responsive. The bids for the additive bid items of \$8,000 and \$49,000 respectively were cost-prohibitive and are not recommended for award.

A 5% contingency of \$2,775 is recommended for unforeseen extra work items. The total amount for the award is not-to-exceed \$58,275. The work is scheduled to be completed within two months days following the issuance of the Notice to Proceed.

FISCAL IMPACT:

The City received a \$45,000 grant from the State Coastal Conservancy to cover this project. Additionally, the City budgeted \$10,000 for grant match funding this fiscal year.

The Public Works Department operating budget (Account No. 101-119-43-42001) will absorb the additional **\$5,775** needed to complete the following tasks:

1. A biological survey of the work area required prior to the start of the fire fuel mitigation work, **\$2,500**, and
2. The remaining amount of the fire fuel mitigation Base Bid (\$500) plus contingency (\$2,775), combined for **\$3,275**.

This will bring the total budget for the Mission Trail Nature Preserve Fire Fuel Abatement Project to \$60,775.

PRIOR CITY COUNCIL ACTION:

In June 2021, Council approved a Resolution accepting a \$45,000 grant from the State Coastal Conservancy to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project.

ATTACHMENTS:

Attachment #1 - Resolution 2021-061

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

RESOLUTION NO. 2021-061

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH TOPE'S
TREE SERVICE FOR A NOT-TO-EXCEED AMOUNT, INCLUDING A 5% CONTINGENCY, OF
\$58,275 TO IMPLEMENT THE MISSION TRAIL NATURE PRESERVE FIRE FUEL
ABATEMENT PROJECT**

WHEREAS, in July 2021, the City Council accepted a grant of \$45,000 from the State Coastal Conservancy to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project, thus amending the City's FY 2021-2022 budget for this work from \$10,000 to \$55,000; and

WHEREAS, in August 2021, the Mission Trail Nature Preserve Fire Fuel Abatement Project was extensively advertised for bids ; and

WHEREAS, one bid was received and announced at the public bid opening held on September 21, 2021; and

WHEREAS, Tope's Tree Service submitted the lowest responsive, responsible proposal with a bid amount of \$55,500; and

WHEREAS, a 5% contingency of \$2,775 is recommended for unforeseen extra work; and

WHEREAS, the total contract amount including a 5% contingency, is \$58,275.

**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 contract with Tope's Tree Service for a not-to-exceed amount, including a 5% contingency, of \$58,275 to implement the Mission Trail Nature Preserve Fire Fuel Abatement Project.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 5th day of October, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashley Wright
Acting City Clerk



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

October 5, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-063 awarding a Professional Services Agreement to Sytech Solutions, for a not-to-exceed fee of \$79,750, to scan and electronically digitize hard copy property files.

RECOMMENDATION:

Adopt Resolution 2021-063 awarding a Professional Services Agreement to Sytech Solutions, for a not to exceed fee of \$79,750, to scan and digitize hard copy property files.

BACKGROUND/SUMMARY:

The City retains a "historic property file" for each individual lot. These files are kept as physical records housed in the Community Planning and Building (CP&B) office. Numbering over 5,000 files with countless documents in each one, they contain historic permitting and land use information for each property, many of which date back to the early 1900s. These files are not only used by staff for processing permits, but also frequently reviewed by property owners, historians, journalists, real estate agents, and others who wish to research a property. Currently, if a member of the public wants to access these files, they need to schedule an appointment to come in and physically inspect the documents. On average, CP&B receives 10 appointment requests per week, with each visit requiring a staff member to sit with the customer while they review files, which takes an hour on average.

As part of the FY2021-22 adopted CIP budget, the City Council approved \$132,500 (spread evenly over two fiscal years) for a project to scan, digitize, and link all of the existing hardcopy property files located in City Hall to the City's existing online GIS map. The end result would be the ability to go online at any time, click on any lot in the City, and be given a link to all public documents in the physical property file. This project will provide better customer service, free up staff time, and utilize technology to make operations more efficient. On August 4th, 2021, the City issued Request For Proposal (RFP) # 2021-04 for "Digital Scanning and Indexing Services". This RFP was advertised in the Carmel Pine Cone as well as on the City's website. Proposals were accepted through the close of business on August 20th, 2021. There were six respondents to this RFP:

- Sytech Solutions
- ECS Imaging, INC
- Hines EDM
- Friedman Imaging

- Secure-it Safe, LLC
- System 451

A selection committee was created composed of the City Clerk, Public Works Director, and Director of Community Planning and Building. Each member of the committee reviewed all six proposals independently, and then came together as a group to make a final selection. The selection committee unanimously chose Sytech Solutions based their proposal providing the best value from a cost and technical capability perspective.

After initial selection, staff met with Sytech Solutions to refine the details of the attached Professional Services Agreement (PSA) including a detailed scope of work, implementation plan, key employee list, and fee schedule. The PSA has been agreed to by Sytech Solutions, and is included as part of Attachment 2. Minor modifications were made, including reducing Sytech's proposed timeline from three years to two years, which did not change their proposed cost, and clarification of how files would be boxed prior to retrieval from City Hall.

The scope of work for this project involves City staff placing files into bankers boxes, Sytech Solutions retrieving those boxes in batches of 24, scanning and digitizing, and then returning completed boxes within a 2-month period. Due to the large volumes of files, the project is estimated to take approximately 2 years to complete.

FISCAL IMPACT:

This project is funded as part of the FY2021-22 Capital Improvement Plan budget. The City Council approved \$132,500 (spread over two fiscal years) for a complete scanning, digitizing, and GIS integration project. Sytech Solutions has proposed a "Not to Exceed" amount of \$79,750 spread equally over two years for this portion of the project.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 – Resolution No. 2021-063

Attachment 2 - PSA with Exhibits (Signed by Sytech)

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

RESOLUTION NO. 2021-063

**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 SYTECH SOLUTIONS, FOR A NOT-TO-EXCEED AMOUNT OF \$79,750
TO SCAN AND DIGITIZE THE CITY'S HARDCOPY PROPERTY FILES**

WHEREAS, the City currently maintains "historic property files" for each lot in Carmel-by-the-Sea in hardcopy only version located at City Hall; and

WHEREAS, the City wishes to digitize the files for the convenience of the public and to ensure the longevity of the physical files; and

WHEREAS, on August 4, 2021, RFP#2021-04 was released for "Digital Scanning and Indexing Services" and remained open for public bid until 5:00pm on August 20th; and

WHEREAS, a selection committee composed of the City Clerk, Director of Public Works, and Director of Community Planning reviewed each of the six (6) received proposal on its own merits; and

WHEREAS, upon conclusion of review of the six (6) received proposals by the selection committee, the City has chosen Sytech Solutions due to their extensive experience in providing scanning solutions to local municipalities and competitive pricing; and

**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 Sytech Solutions, for a not-to-exceed amount of \$79,750, to scan and digitize the City's hardcopy property files.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Digital Scanning and Indexing Services Project

THIS AGREEMENT is executed this ____ day of _____, 2021, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and SyTech Solutions, (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: Scan, electronically digitize and index the City's existing hard copy property files so that the files may then be accessible to the public using the City's existing interactive GIS map. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" [Key Personnel], which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

- d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, unit and hourly fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "C"), in a total amount not-to-exceed **Seventy-Nine Thousand Seven Hundred and Fifty Dollars (\$79,750.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, and reimbursable rates. Payment of any compensation to Consultant is 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 is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must 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 will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must 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;
- xii. Copies of any reimbursable invoices including hourly breakdowns when requested by City.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay 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. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not 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 is 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 and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** 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 will 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 is not obligated to make any payment of additional compensation to Consultant.

- D. **Hourly Rates.** Payment for all authorized services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Consultant will not utilize subconsultants or outside vendors to perform the services required by this Agreement without express written consent of the City.
- F. **Audit and Examination of Accounts:**
 - i. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - ii. Consultant must 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.
 - iii. 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 the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must 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 will commence by October 25, 2021 and must be completed by October 25, 2023 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 will survive the termination or completion of this Agreement. Consultant will 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 will 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 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 must be completed by Consultant in accordance with the Project Schedule set forth below. The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will 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 must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

Consultant will perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

This project will be phased over a two-year period. Boxes for scanning will be picked up, processed and returned at an equivalent rate of 24 boxes per two (2) months. If possible, Consultant will complete processing at a faster rate.

- 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, including proof of insurance and tax identification numbers, the City will 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 will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES**

- A. **Listed Employees.** Consultant will perform the Services using the individuals listed in the Key Employees List attached hereto in Exhibit "B".
- B. **Substitution of Employees:**
- i. Consultant may not substitute any key employees listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees 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, then Consultant may, upon written request from the City, replace such employee. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for Consultant, and Consultant must not do anything that would result in anyone working for Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

D. 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 may 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 in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, and employees.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may 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 will 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. Consultant will 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: Brandon Swanson
 Title: Director of Community Planning and Building
 Address: PO Box CC, Carmel CA, 93921
 Telephone: 831-62-2024
 Email: bswanson@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: Jonathan Pritt
 Title: Vice President
 Company: SyTech Solutions
 Address: 8930 Big Horn Blvd., Elk Grove, CA 95758
 Telephone: 916-381-3010 ext. 226
 Email: jpritt@sytechsolutions.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 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, will 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 will 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 will 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, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the 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, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must 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 have a policy for professional liability coverage

that provides coverage on an occurrence basis 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 must 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 may not be canceled, except with prior written notice to the City.
 - iii. All liability and auto policies must:
 - 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 is excess to the Consultant's insurance and will 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 will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will 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, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must 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 will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will 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. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- ix. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- x. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

- xi. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, and employees, 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, and employees must 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 must 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 will 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 must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may 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 will evaluate 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 will 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 may 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 will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will

Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.

- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will 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 will 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, 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, will 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, and agents under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will 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 must 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.** The provisions contained in Section 10, Ownership and Use of Materials survives 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 must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may 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 may 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 must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will 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 will 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 will 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 will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

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, and Consultant's employees agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, 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. May 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. May 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. May 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 must promptly declare it to the City, and;
- E. May 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 will 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 will make reasonable efforts to resolve any Dispute by amicable negotiations and will 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 will be promptly referred to the City Administrator or designee, and the Consultant’s Principal, who will 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 may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will 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 will 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 will 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 will 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 is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will 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 defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will 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:
- 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 and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will 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 must:
 - a. Promptly cease all Services, 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. If 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 will 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 will 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 may 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 may 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 is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God

or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

- D. **Headings**. The headings do not 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 will 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 will take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will 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 governs 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 will not be impaired thereby. Limitations of liability and indemnities will 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 are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

- M. Laws. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will 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

Mayor, City Administrator, or Designee Signature

Consultant Signature

Printed Name

Date

Jonathan Pritt

Printed Name

Date

9-28-2021

Title

Vice President

Title

SyTech Solutions, Inc.

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____

Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____

Ashlee Wright, City Clerk

Date: _____

ATTACHMENTS

Exhibit "A" Scope of Services (Includes "Attachment 1 - Implementation Plan")

Exhibit "B" Key Personnel

Exhibit "C" Compensation & Fee Schedule

EXHIBIT A

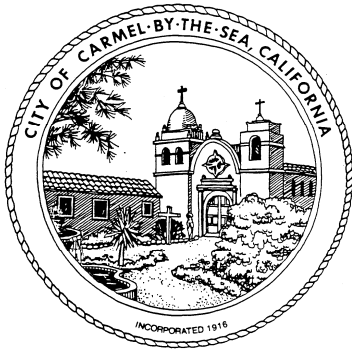


EXHIBIT A

SCOPE OF SERVICES

DIGITAL SCANNING & INDEXING SERVICES

City of Carmel-by-the-Sea

SCOPE OF WORK

A.1 Purpose of Project

The City of Carmel-by-the-Sea ("City") intends to partner with Sytech Solutions ("Consultant") in undertaking a project for digital scanning and indexing of property files ("Project"). The City currently possesses over 5,000 property files that include plans, drawings, permits, easements and other critical property information. The Project's purpose is to scan and electronically digitize the existing hard copy property files so that the files may then be accessible to the public using the City's existing interactive GIS map.

Generally, the project's scope is explained in sections A.3 below and includes:

- (1) Retrieve existing files from City offices in order to scan and digitize the files based upon the specifications identified within this document.
- (2) Once digitized, index the files and upload the files to the City's document management system (Laserfiche).
- (3) Provide training to City staff on loading digitized files to the City's document management system.
- (4) Participate in coordination meetings with City staff, GIS team, and Laserfiche site host.
- (5) As needed, support linking the digitized and stored files to the City's interactive GIS map.

Project Scope also includes all information contained in Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

A.2 Project Background

The City currently possesses over 5,000 property files that include plans, drawings, permits, easements and other critical property information. Some 26-inch deep lateral file drawers, approximately 158 in total, house the files, which are located at City Hall. Consultant will be responsible for retrieving the files from City Hall in order to scan and digitize the files. Once digitized, Consultant will be responsible for indexing the files and coordinating the upload of the files into the City's document management system known as Laserfiche. The City's geographic information system mapping (GIS) currently allows for parcel-to-parcel access to information. Once the property files are indexed and stored, the GIS team will link the files to a boundary map of the City on the City's website.

A.3 Project Specifications

A.3.1 Retrieval and Return of Original Files

Property files, which include plans, drawings, permits, easements and other critical property information are located in the City of Carmel-by-the-Sea City Hall. The City estimates the materials to equate to approximately 290 banker boxes. Files will be placed in City owned boxes by City staff prior to Consultant retrieval. Consultant is required to retrieve the files from City Hall, in batches of no less than 24 banker boxes per two (2) months, and return the files, once

scanned and indexed, to the City in the original carrier (folder, sleeve, etc.). Files do not need to be returned re-stapled, but shall be restored to the boxes and/or folders in the same order in which they were received. In addition, the retrieval and return of files will be done in accordance with Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

A.3.2 Scanning of Files

Scanning includes documents of various sizes, including some folded plans with a mix of color and black and white. Scanning will be done at 300DPI for all documents unless agreed to in writing by the City that a higher DPI is needed to achieve a better image quality based on samples provided by Consultant. Optical Character Recognition ("OCR") will be performed as part of the "Not to Exceed" cost for Project by Consultant on all scanned documents unless the format or quality will not allow. Scanning may be done at 600DPI if requested in writing by the City at no additional cost. In addition, the scanning of files will be done in accordance with Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

A.3.3 Indexing of Files

After the files are scanned and digitized, Consultant will index the files. Indexing requirements include two (2) fields up to twenty (20) characters and a unique document name up to twenty (20) characters each, to be determined by City prior to beginning the Project. Consultant will deliver the indexed files to the City on a portable hard drive or other method agreed to by City. The City may request that the proposer send an electronic copy of any files in proposer's possession to the City as needed. In addition, the indexing of files will be done in accordance with Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

A.3.4 City Training

Consultant will provide training to City staff on the process for uploading the scanned and digitized files from the portable hard drive to Laserfiche. In addition, training will be done in accordance with Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

A.3.5 Coordination Meetings

The Project requires collaboration between the City, Laserfiche representatives, the City's GIS provider and Consultant. The City will host 2-3 meetings with a virtual option regarding the Project's implementation, which shall include Consultant. In addition, coordination meetings will take place in accordance with Attachment 1 of this document titled "Project Process, Quality Control, Security, Support, and Work Plan".

ATTACHMENTS

Attachment 1 - Implementation Plan

EXHIBIT A-
ATTACHMENT 1

ATTACHMENT 1

IMPLEMENTATION PLAN

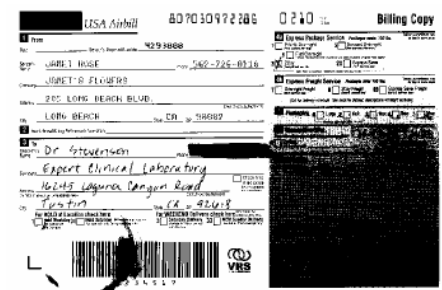
KOFAX SOFTWARE

Critical to SyTech's success is the use of the best technology to ensure accurate image quality and data capture. SyTech uses Kofax Ascent VRS software, the industry's leading production-level software to ensure that the best possible image is captured from the original record. Kofax is used by over 75% of all financial institutions because of its unparalleled accuracy. Kofax VRS is designed to support document and data capture, as well as high-end production scanning. It boasts the fastest, most flexible, scanning and image enhancement solution. Utilizing this software and high-speed scanners, SyTech can efficiently process large numbers of documents and capture barcode forms with high throughput. SyTech's system features a resilient and robust architecture based on the best technology.

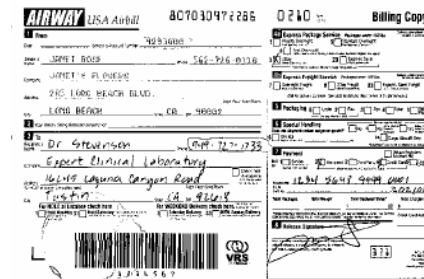
SyTech tracks each "batch", typically a banker's box of records, through the entire conversion process. It monitors documents from the initial document pickup and scan to the optical release of the final image. Batches are routed through processing queues which can be altered depending on the conditions of the batch.



Additionally, Kofax VirtualReScan (VRS) technology provides another level of quality control. It acts as an intelligent monitoring agent and checks image quality as records are scanned. Unacceptable images are flagged and sent to the Quality Control module for virtual rescan without interrupting the scanning process. VRS automatically recovers and restores images from common scanning problems that adversely affect quality, such as scanner mis-feeds and paper jams. It also automatically enhances lighter images so that they are easier to read. The advanced clarity feature reduces file size while maximizing scan time. It is able to eliminate visual noise and allow for greater document integrity.



Without VRS

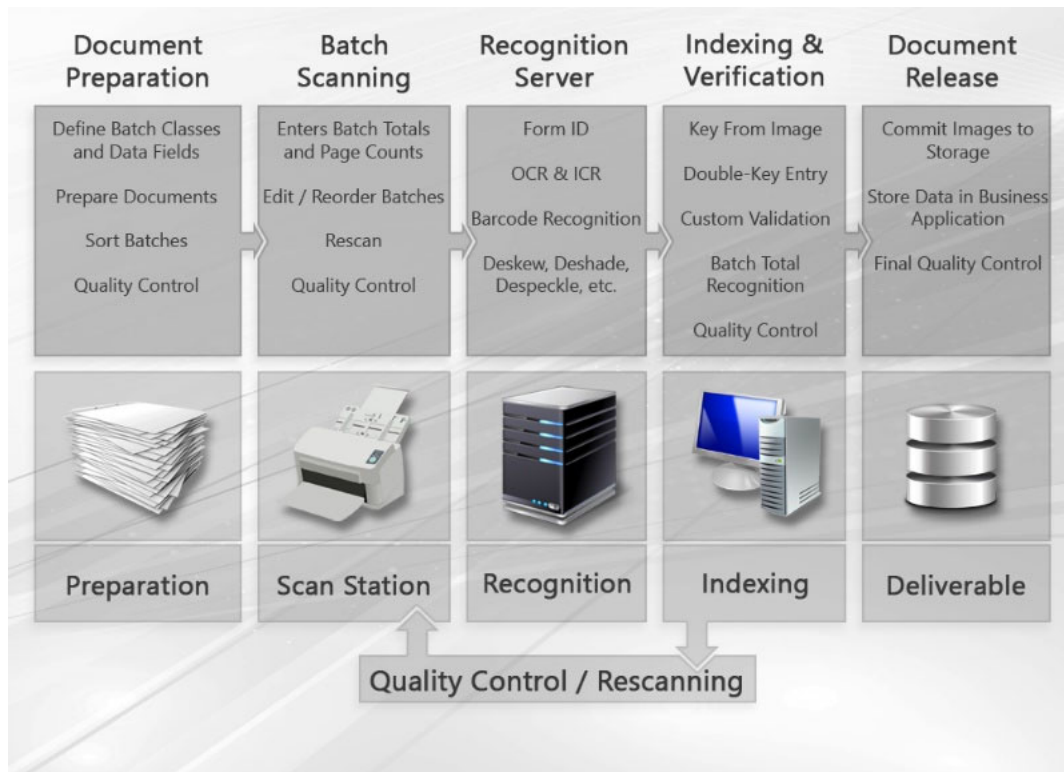


With VRS

In short, SyTech's conversion services involve a complex flow of processes and quality control steps. No other company provides the same level of quality control and data validation. Combined with the utilization of leading software and accurate scanning equipment, this unsurpassed quality assurance process makes our production system highly efficient and precise. SyTech will efficiently and accurately handle the City's conversion project.

SCANNING PROCESS

SyTech's production team follows a proven process for conversion projects. Following is an outline of our proposed conversion process for the City's records:



- I. **Project Specifications and Pickup** – Our Project Manager reviews the project specifications as outlined in this proposal with City staff, including document preparation instructions and image standards. This ensures correct project setup and that the resulting images and indexes will meet the City's project standards.

A schedule will be established for box pick-ups and returns. SyTech proposes picking up 24 boxes every 2 months. SyTech will provide pickup and transportation of the documents to our secure production facility. They will provide a pick-up/delivery form that will be signed by both a City representative and a SyTech representative. The form will detail the number of boxes transported, the document type(s), and the date. Upon arrival, each box of documents, or "batch", will be given a label that tracks the customer, pickup, document type, and box number: for example, CABTS.0001.0103_11. This standardizes an electronic workflow process that organizes, groups, and tracks each set of records through the various steps of the process. The boxes will be stored in our secure, climate-controlled facility throughout the conversion process.

- II. **Document Preparation** – The records may include manila folders, letters, legal documents, carbon copies, photo exhibits, spiral bound books, tabbed paper, and all ANSI sized documents. SyTech staff prepares the records—regardless of format—for scanning according to the project specifications. This includes removing staples (regular and industrial), fasteners, binders of all kinds (metal, plastic, twine, and glue); unfolding large format records; fixing torn pages; and otherwise preparing the documents for scanning. Canary Bar-coded separator sheets are inserted between documents, along with handwritten index sheets if required. The tracking label on each batch of documents must be signed

off at each stage of the conversion process (prep, scan, restore) by not only the individual prepper, but also by his/her quality control supervisor.

Different sized documents are correctly handled using our sophisticated production process. We have designed internal controls to address page size variations. In most cases, addressing different page sizes is part of the routine document preparation and scanning process. At the document preparation level, our highly trained staff ensures that the pages are arranged properly so that they can be processed using the automatic page detection software at the scan phase. As part of our set-up, we create separate patch codes and bar codes to handle page-size variances in an automated fashion, thereby increasing productivity and reducing the potential for error. This allows oversize records scanned with our large format scanners to be integrated and merged with letter and legal-size records scanned at our regular format scanners. Our proven ability to process records this way is critical for projects with varying paper sizes, ranging from receipts to large format drawings.

- III. **Document Scan** – The prepped batches of documents are scanned into the pre-defined batch classes as black & white, grayscale, or color documents, as directed. SyTech will scan the records at 300 DPI. 300 DPI will provide excellent quality without the excessive file size of a higher 600 DPI. This would even work for color photos. Each image is visually inspected as records are scanned. The total image count is automatically generated. Images are scanned in duplex (double-sided sheets, constituting two images) and blank pages are automatically removed electronically. Documents are scanned in the same order as provided. The images undergo quality control scrutiny and any rejected images are rescanned. Text will be readable up to the edge of the documents.
- IV. **Recognition Server/Image Enhancement** – The scanned images are processed and undergo OCR (Optical Character Recognition). This ensures that records are not only full-text searchable, but are oriented correctly for viewing. OCR will not apply to large format documents. During this stage of the conversion process, automatic Kofax tools enhance any poor-quality images. Using dithering and other technology, it despeckles, deskews, and deshades the images. Black borders are removed and background color is dropped out (where possible). This provides the City with the best image quality output available.
- V. **Indexing & Verification** – The images are indexed based on the index naming convention approved by the City and in accordance with Laserfiche templates. This information typically includes two (2) fields up to twenty (20) characters and a unique document name up to twenty (20) characters each. The information is manually keyed from the documents or index sheets using a double key verification process. Double-key verification is performed by two different index operators as an added quality control measure. This process is completed by the following actions: The first operator keys in the index information; a second operator then keys in the information. If the second entry does not match the first, a visible warning is displayed on the screen for further verification. The second operator then determines the correct value and enters the information.
- VI. **Release** – Final images are released to optical storage in PDF/A format in the same order they were provided. The resulting files will be securely copied to a portable hard drive (or other approved delivery mechanism) and provided to the City for upload into their Laserfiche system. SyTech has Laserfiche software and can create the required Laserfiche briefcases for import of records into established folders, including metadata. In addition, SyTech staff will train City staff on this process. This process can take place remotely or in-person as preferred by the City. Accompanying documentation for this process can be provided.
- VII. **Restoration/Return** – After City staff verifies the scanned records, the records will be replaced (unstapled/unrestored) back into the box in their original order, and transported back to the City,

unless specifically instructed by the City Project Manager. For records that are being returned, SyTech will provide transportation of the documents. They will provide a pick-up/delivery form that will be signed by both a City representative and a SyTech representative. The form will detail the number of boxes transported, the document type(s), and the date. Alternatively, SyTech has the capability of destroying the original hard copies using certified destruction.

- VIII. **Document Requests** - SyTech manages records for hundreds of clients and is uniquely set up to handle on-going and urgent document requests in an expedited manner while in custody of City records. SyTech will provide storage of boxed documents throughout the conversion process. During that time, SyTech will satisfy any document requests. Since we constantly respond to customer document requests, trained staff is already in place to handle City project requests. Copies of documents can be provided via email, fax, or overnight delivery to authorized parties requesting records in our possession within 24 hours of receipt of the request. To ensure document requests are from the City, a list of specific employees authorized to make requests will be required. Also, any requests via email must originate from the City's email domain. SyTech will provide an email address for submission of requests via email.

QUALITY CONTROL

Accuracy is always our number one goal and quality control steps are tightly integrated into our process. As previously discussed, Kofax software has several built-in quality control processes. In addition, SyTech production staff is carefully trained to monitor batches, images, and project outcomes. SyTech will provide the City with a trusted system, which certifies that electronic stored information is an authentic copy of the original documents. Below is a description of the quality control steps SyTech utilizes during our conversion process:

- I. **Process Check-In/Document Verification.** SyTech's internal tracking system tracks the project and verifies every step of the production process. It allows the authorized Project Manager or Technical Director to view and verify the ongoing progress of conversion work. The City may contact us at any time to check on the progress of their project.
- II. **Document Preparation Inspection.** After documents are prepared for scanning, a supervisor inspects each box to ensure accuracy and proper preparation of documents. The scanning operator checks preparation accuracy a second time before the conversion process begins. While SyTech's attention to preparation detail may seem strange, preparation is a common level for error and loss of data if not carefully performed.
- III. **Scanning/Image Inspection.** There are important quality control steps to ensure scanned images are accurately captured. First, the operator visually inspects the images as they are scanned to ensure the highest image quality. Second, our scanner hardware notifies the operator every time there is a double-feed.
- IV. **Electronic Quality Control Rescan.** As a final processing step, Kofax software controls systematically ensure that all scanned images are readable. Poor quality images are electronically tagged for rescan. A note field allows the operator to associate notes with the image stating the reason for rejection and outlining any processes for correction.
- V. **Recognition Inspection.** An additional SyTech step, Recognition Inspection, enhances image quality and creates automatically grouped documents. Here, software processes recognize separator barcodes (or patch codes) to automate document separation. In addition, image cleanup is performed, which includes

checking for clarity, legibility, quality, cut-offs or file type compression errors. Manual image quality adjustments are made as necessary. This step produces images of the highest possible quality.

- VI. **Final Audit.** After the images are released, technical staff performs an audit. This involves two steps. First, a technical supervisor reviews the index and image files to audit for accuracy. Second, a quality control supervisor performs an inspection of the imaged files against the original documents. In addition, the supervisor certifies that the project meets the material specifications of the project requirements.

In short, SyTech's conversion services involve a complex flow of processes and quality control steps. No other company provides the same level of quality control and data validation. Combined with the utilization of leading software and accurate scanning equipment, this unsurpassed quality assurance process makes our production system highly efficient and precise. SyTech will efficiently and accurately handle the City's conversion project to Laserfiche software and the linking to GIS. SyTech's services include a warranty period of 6 months against defects. Should errors occur, SyTech will perform rework on errors or omissions with no additional charge to the City.

SECURITY

Chain of Custody

SyTech views its role when performing scanning services for our public clients as that of a "Custodian of Records." While often overlooked by our competition, SyTech understands legal custodian of record issues: chain of custody, civil procedure, the rules of evidence and data compliance. Two of SyTech founders and principals, Jonathan Pritt, Esq. and Bryan Golden hold juris doctorate degrees. Unlike other document scanning companies, SyTech founders have a unique understanding of legal issues and best practices associated with records management. Consequently, SyTech's core business culture understands that the role of a document services company when maintaining or processing records is more than a mere storage facility.

SyTech has extensive experience acting as custodian of records for multiple public and private organizations. SyTech will preserve, protect, and safely maintain all the City records that are a part of, or result from, our operations under this contract throughout the life of the contract. Throughout the contract, and after receipt of written directions from the City, SyTech will transfer records under its custodianship to the City as directed.

Transportation

SyTech uses its own closed, air-conditioned vehicles to transport documents to and from our secure production facility. SyTech drivers have a flawless track record of pickups and deliveries for countless state and local agencies for over 21 years. This is largely due to our internal security and transportation procedures. For security and confidentiality purposes, we utilize our own uniformed employees, and will provide the City with a copy of our Document Pickup Form (signed by both the City and SyTech staff) indicating the items that were picked up and removed/returned per event. We have backup drivers in place to ensure that pick-ups are handled at the specified time. In addition, our vehicles are equipped with hidden GPS tracking devices to monitor their location.

SyTech's Storage Facility

The City documents will be stored and processed in a highly secure, stand-alone, environment. SyTech's 16,000 square foot facility is gated, has a 16-camera video surveillance system, controlled access with keycard doors, and an independently-monitored robust fire and security protection system. Our facility is monitored 24 hours a day, 365 days a year. In addition, only SyTech personnel have access to the facility. Any visitors must be pre-approved, provide ID, and sign in at the front desk. They must then be accompanied by an escort at all times during their site visit.

It is significant to note that various agencies of the State of California have inspected our facility and verified our procedures before awarding us high-level sensitive projects. We perform several on-going projects that entail

processing mission-critical and very sensitive records. As a result, we successfully employ high-level security measures and internal processes that met the standards set forth by the State. Further, we have had inspections by the California Information Security Operator (CA ISO), all resulting in positive reviews.

Secure computer file storage, handling, and privacy

SyTech will ensure that the City's mission-critical records receive the highest possible protection while being processed and stored on our network. SyTech's processes ensure the security of City records to prevent their damage or destruction and to also ensure their confidentiality. We believe that in doing so, we have identified the greatest threat to the City's confidential mission critical records, and the best solution to mitigate that risk. Also, in addition to carrying general and professional liability policies, SyTech also carries an additional "cyber" insurance policy to protect the sensitive data we work with on a daily basis.

Disaster Recovery

SyTech manages 3 distinct Windows Server 2008 networks used to store data for redundancy purposes. A custom client replicates data from each network during low bandwidth usage times to the other two networks. Our networks maximum synchronization window is ~36 hours while sync windows >12 hours are more common. This ensures that all records we scan are backed up quickly.

Following is a summary of SyTech's security processes and parameters:

Secure Transport	<ul style="list-style-type: none"> • Vehicles equipped with hidden GPS tracking devices. • Drivers are SyTech employees. • Records are transported in unmarked vehicles. • Flawless track record of pickups.
Secure Facility	<ul style="list-style-type: none"> • Stand-alone gated building not shared with other tenants. • Biometric security prevents access past reception area. Visitors must be signed in and accompanied by an employee. • Independent monitoring of fire and alarm systems. • 16-camera video surveillance 24/7 • Comprehensive closing checklist signed off by the swing shift supervisor on nightly basis.
Scanning & Backup of Data	<ul style="list-style-type: none"> • SyTech will utilize leading software and hardware to ensure the best possible image quality of the record is obtained during the scanning process. • All image operator processes logged and tracked by SyTech OPS system. Legal chain of custody established. • SyTech manages 3 distinct Windows Server 2008 networks used to store data for redundancy purposes. A custom client replicates data from each network during low bandwidth usage times to the other two networks. Our networks maximum synchronization window is ~36 hours while sync windows >12 hours are more common.
"Chain-Of-Custody"	<ul style="list-style-type: none"> • Chain of Custody managed by Project Manager, Jonathan Pritt a licensed California Attorney. • Records securely stored and tracked using SyTech's Inventory Control System.
Employee Screening & Best Practice Training	<ul style="list-style-type: none"> • SyTech employees have extensive experience working with highly sensitive confidential records. SyTech does not allow access to non-employees beyond the reception area (keycard doors). • SyTech's employees all undergo background checks. • SyTech provides continual best practice training to its employees to protect sensitive records it processes for its clients.

Confidentiality Agreements	<ul style="list-style-type: none">• All SyTech employees have executed comprehensive Confidentiality Agreements.
Data Transmission	<ul style="list-style-type: none">• Data securely uploaded to The City's Laserfiche system.• Records are formatted into Laserfiche software utilizing existing Laserfiche templates.

CONSULTING

SyTech will work closely with the City and other service providers, including the City's Laserfiche vendor and the City's GIS provider. In addition, 2-3 meetings will take place regarding the project implementation. SyTech is available to attend these meetings in person, or remotely. SyTech works well with clients and other vendors to ensure that project requirements and objectives are defined, understood, and satisfied.

Since 2000, SyTech has been a trusted vendor for California public agencies. Broadly speaking, we assist organizations, much like the City of Carmel-by-the-Sea, in their transition from inefficient paper-based systems to more efficient electronic data and document management solutions. During our history, we have performed thousands of document scanning and data management projects. Some of them are simple document conversion projects; others are far more complex, like managing and tracking all of the lifeguard rescues on California beaches or automating and moving hospital data from legacy mainframe systems to a completely web-based solution.

SyTech has experience linking scanned data and documents with geographic information systems (GIS). We have worked closely with the California State Lands Commission (CSLC) to develop and design a new digital process to replace and automate a paper-based parcel location process. SyTech created digital forms processes to enable the incoming jurisdictional inquiries and leasing applications to be generated digitally. SyTech then migrated and integrated paper Geographic Information System (GIS) Index of CSLC's records and title history into the OSCAR (Online System for Customer Applications and Records) platform. SyTech successfully designed taxonomy structures and geographic references to integrate historic information data. This process streamlined existing processes by allowing CSLC to create geographic jurisdictional determinations and automate the current leasing process. SyTech then created a digital process for a public facing web records management portal. The public facing portion of the OSCAR system created a digital lease application and jurisdictional inquiry process. OSCAR now allows the public to digitally access, submit, and track lease and permit applications online. The public facing portal development also enables online digital access to historic CSLC public records.

SUPPORT

SyTech's experience has defined our industry leading two-fold approach to support. It assigns both a Project Manager and a Technical Support lead to oversee Customer Support and to ensure successful project deployment. This systematic approach defines project specifications prior to commencing the project, and then later works to guarantee successful application at the implementation phase once the project is complete. We recognize that success requires both technical know-how and sound project management skills. Our support team will provide you with the required support for your project. SyTech customer support covers any problems or defects associated with the converted electronic images provided by SyTech Solutions. It does not include any issues associated with or that arise from software, hardware, or network system(s) installed by the City.

SyTech's expert technicians are available Monday through Friday, 8am – 5pm PST. Technical Support is tracked and handled via SyTech's internal ticket system. Tickets can be generated by visiting

<http://support.1docstop.com/helpdesk/Tickets/New> or via email sent to support@1docstop.com. Also, support is available via phone at (916) 381-3010.

Occasionally, support may require remote access to a City workstation. This is typically handled via LogMeIn. This allows our experience technicians to access workstations remotely and make changes and modifications as required. Remote support may require the installation of LogMeIn software on workstations on an as-needed basis.

While we feel our technology and experience will produce an outcome that exceeds expectations, the most important element of working with SyTech is our commitment to a *true partnership with our customers*. Simply stated, we try to do the right thing. We watch out for the best interest of our customers and we search for the best alternatives to minimize cost and leverage resources to produce the best outcome. Perhaps the greatest testament of our success is the number of competitor's customers who have switched to SyTech because they were not properly serviced. Our number one focus is to create a long-term partnership with each of our customers – one that ties SyTech to their success. We will do what it takes to make sure the City's Project is a complete success.

WORK PLAN AND TIMELINE

SyTech will provide the services outlined in this proposal every 2 months or as agreed upon by the City and SyTech. This methodic approach will allow the City to systematically digitize the backlog of records in such a way that limited resources can be utilized and spread over the course of multiple fiscal years. Records will be picked up in batches of 24 boxes and processed as described below in the Work Plan Chart. This process will be repeated every 2 months, or as agreed upon by the City and SyTech. The project will be completed within 2 years.

Work Plan Chart

Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel
SyTech will provide transportation of City records according to RFP specifications.	Secure transportation of boxed documents to SyTech facility in unmarked vans/truck. No additional stops taken.	4 Hours	Customer Service (2 Couriers)	Number of boxes, document types	
	SyTech labels affixed to boxes. SyTech Work Order number includes Customer name, pickup number, document type, box number, number of total boxes, and date.	Receipt + 30 Minutes	Customer Service (Courier)	Customer name, pickup number, document type, box number, number of total boxes, and date.	
Facilitate City's requests for interim document retrieval in accordance with RFP specifications.	Satisfy document requests from the City throughout conversion process. (Requests received via email must originate from City's email domain. The City may provide requests from specific employees only). Requests satisfied within 24 hours.	Receipt through Delivery	Document Processing (Supervisor)	Date/time received; date/time request completed.	Fax, PC
Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel

Records Management Technology Experts

SyTech will provide document preparation services according to RFP specifications.	Document preparation of records. Includes removal of binding devices, repair of any tears, unfolding of large records, and insertion of barcode separator sheets and/or index sheets.	3-4 Hours per box	Document Processing	Start and stop times per box are recorded for performance tracking by PM.	
	Prepped Boxes QC'ed for accuracy and completeness.	10-15 minutes/box	Document Processing Supervisor	Check for accuracy, exceptions identified and resolved.	
Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel
SyTech will scan and convert paper records to electronic PDF/A images, ensuring accuracy and image quality in accordance with RFP specifications.	Document scanning of all small format documents (smaller than 11"x17") using a semi-automatic feeding methodology (completed simultaneously with document preparation after sufficient records have been prepped to avoid a bottleneck).	Avg. 2 Hours/box	Document Processing	Image counts are automatically generated. 600 DPI, bitonal/grayscale/color	Kofax, PC
	Document Scanning of oversized documents (greater than 11" x 17") using a manual feeding methodology (completed simultaneously with document preparation after sufficient records have been prepped to avoid a bottleneck). Large format records will be merged with small format records as required through utilization of barcodes/patch codes.	Avg. 2 Hours/box	Document Processing	Image counts are automatically generated. 600 DPI, bitonal/grayscale/color	Kofax, PC
	Kofax Ascent Virtual Rescan processing - occurs simultaneously during document scanning.	Avg. 2 Hours/box	Document Processing	Unacceptable images are flagged and rescanned.	Kofax Ascent Virtual Rescan
	Scanned images QC'ed. Exceptions are rescanned.	Avg. 1-2 Hours/box	Document Processing	Image quality verified.	Kofax, PC
Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel
SyTech will provide accurate Data Entry/QC services in accordance with RFP specifications.	Manual indexing of key fields in accordance with Laserfiche templates. Double key verified.	Avg. 1-2 Hours/box	Document Processing (Data Entry)	Number of keystrokes	Kofax, PC
	Final QC process, verify that all records meet project specifications. Compare scanned images with original documents.	Avg. 1-2 Hours/box	Document Processing	Quality images and indexes	Kofax, PC

Records Management Technology Experts

	Images are released to output format (PDF/A).	Avg. 1 Hour/box	Information Technology	Number of images.	Kofax, PC
	Generate Laserfiche briefcase	3-4 Hours	Information Technology	Number of files, Document Types	Kofax, PC, MS Excel
Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel
SyTech will provide secure transport of electronic data to the City in accordance with RFP specifications.	Scanned images, accompanying data, and Laserfiche briefcase copied to portable hard drive or uploaded to City.	3 Hours	Information Technology	Final image count, date completed.	PC, Portable Hard Drive
Objectives	Tasks	Processing Window	Team Responsible	Metrics	Non-Personnel
SyTech will return the records if required by the City according to RFP specifications.	Records will be restored and prepared for return to City. Records kept in original order.	20-30 minutes/box	Document Processing	Number of boxes by document type.	
	Secure transportation of records to the City.	4 hours	Customer Service (2 Couriers)	Date of delivery, number of boxes by document type delivered.	

EXHIBIT B

EXHIBIT B – KEY PERSONNEL

SyTech staff manages hundreds of millions of records for various organizations. Our client base includes over 100 active clients in California, including State Agencies, Counties, Cities, and School Districts. Our services include document conversion of paper, microfilm, microfiche, and large format drawings; design and implementation of document management systems; portal solutions; and consulting services. SyTech's core strength is helping agencies digitize records and implement sound records management processes. We currently scan over 2 million images per month.

Jonathan Pritt

Jonathan Pritt, Esq. will be the Project Manager. Mr. Pritt has 21 years of project management experience managing hundreds of imaging projects (similar in size and scope to those outlined in the RFP) in the state and local government environment. Mr. Pritt has also managed projects that have analyzed records management practices and procedures. He was the Project Manager for the design and installation of numerous document management systems, including systems for Alameda County, Department of Child Support Services, El Dorado Irrigation District, Los Angeles Unified School District, San Francisco International Airport, and Water Resources Control Board. His experience includes extensive data modeling, taxonomy, project management and constructing records management programs at all levels. Mr. Pritt has a bachelor's degree (Cum Laude) from Pepperdine University and a Juris Doctor (with Honors) from Washburn University. He is licensed to practice law in California.

Mr. Pritt has extensive experience managing document conversion projects from start to finish. Mr. Pritt will work closely with City staff to ensure that once the scope is defined, each document pick-up is accurately and efficiently processed on-time and within budget. His role in the project will be to secure the proper project definition and documentation, manage the scheduling of document pick-up and delivery, provide an audit trail for all information, and follow up. Mr. Pritt will ensure the successful outcome of the project.

RELEVANT EXPERIENCE

- Manages SyTech's day to day operations, one of the largest document conversion service bureaus in Northern California. Supervises the Production Department which converts over 2 million images per month. Oversees project management for a majority of SyTech's clients and ensures effective client communication.
- Is a licensed attorney and has extensive experience with legal custodian of record issues: chain of custody, civil procedure, rules of evidence, legal best practices, and data compliance.
- Served as the lead project manager for hundreds of projects that required assessing record types, evaluating current retention requirements, identifying key data points, and identifying stakeholders. Has successfully provided oversight for large complex projects from assessment to delivery and implementation.

Samuel Velasquez

Samuel Velasquez will be the assigned Technical Lead. With a background in Electrical Engineering and Mathematics, Sam manages technology and imaging production for SyTech. He has over 21 years of technical experience in networks, databases, software, hardware, programming, and support. Mr. Velasquez has also received technical certifications in many industry-standard software and hardware, including Certified Document Imaging Architect (CDIA) and Kofax certification. He has deployed document management technology projects for over 200 organizations, including the California Department of Water Resources, the California Water Resources Control Board, San Francisco Bureau of Environmental Health, County of Alameda, The Los Angeles Unified School District, California Department of General Services, and many more. Mr. Velasquez will be responsible for all database and technical project requirements for the project. He will oversee image quality control issues, verify image resolution, and provide support.

Sam Velasquez will oversee all technical aspects of the City project. Mr. Velasquez has been working on records management deployments for over 21 years. He oversaw the technology and conversion services for DGS, DWR, California Department of Parks, California Water Boards, and is currently the Senior Developer for the California State Lands – Microsoft Dynamics/Office 365 land lease development and implementation project.

RELEVANT EXPERIENCE

- Technical lead for over 200 document management projects ranging in complexity from simple conversion projects to enterprise-wide system adoption. Utilizes and recommends best practices to ensure efficiency and save government budgets and resources.
- Project Manager and Lead Technology Consultant to design a statewide document/data management service unit for the California Department of General Services Office of State Publishing. Project required designing both a client network solution to digitize records for 265 unique California public departments and the recommendation of an extensible cloud records management technology solution and framework that could be deployed statewide using Microsoft SharePoint.
- Designed, programmed, and implemented a statewide Paternity Opportunity Program data and document tracking solution for the California Department of Child Support Services (DCSS) on the Microsoft Azure Web Platform. DCSS required regulatory compliance and tracking for confidential records. Designed the system to securely track over 3.3 million active records; 150,000 new additional records annually; monthly validations; and 2,500 unique daily active users all logged in on a high availability environment.

Mana Yang

Mana Yang will be leading SyTech's experienced team of document preppers, scanners and data entry indexers. In addition to scheduling and monitoring all production-related events, Ms. Yang personally oversees image quality control issues, verifies image resolution and output processes, and provides customer support during the conversion process.

With eight years of experience as a production manager and document prepper/scanner, Ms. Yang is capable of ensuring complete project organization and producing quality project outcomes in a timely manner. She has extensive experience with the project details outlined in the RFP and will work to make certain that all images and indexes meet said requirements. She will report directly to the Technical Lead, Mr. Velasquez, and strive to ensure the final product meets all project requirements.

RELEVANT EXPERIENCE

- Manages 45 members of production staff that prepare, scan, QC and index records for all conversion projects. Trains staff regarding preparation requirements and addresses any issues throughout the process.
- Provides frequent project status updates to the project manager, ensuring effective communication with clients. Provides valuable input for improving efficiency in operations and specific conversion projects.
- Coordinates the logistics of box placement from transportation to final restoration and return. Maintains consistent flow of physical records throughout scanning and conversion process.

Our staff of 45 people has managed, processed, and completed hundreds of similar projects for organizations and agencies across the state of California. They have extensive technical training, which includes Certified Document Imaging Architect (CDIA) Certification, A+ Certification, Kofax Certification, multiple levels of application training, and network S+ Certification. *SyTech Solutions is the only company in the industry that provides extensive and broad technical training at the production staff level.* Our insistence on technical competence improves the conversion quality and turn-around time that we offer. In addition, SyTech staff adheres to strict confidentiality standards. All of SyTech's employees have executed confidentiality agreements that protect the documents of third parties.

Other Key Employees

Professional / IT Services (On Site Rate: \$95.00/hour. Off Site Rate: \$75.00/hour):

- Sam Velasquez
- Jonathan Pritt
- David Covey
- Gayle Aguilar
- Nong Vang
- Peter Thao
- Casey Morris
- Bradford Hogge

Production Staff (Rate \$16.00/hour):

- Tatyana Aushev
- Myra Oveal
- Tracy Plia Thao
- Judy Elias
- Pa Thao
- Zoua Thao
- Lo Pao Lee
- Melisa Moua
- Mai Vue
- Susan Watkins
- Mao Thao
- Kathryn Romo
- Mana Yang
- Kyle Paquette
- Anna Sorensen
- Leslie Emos
- Tatyana Subbotin
- Samantha Pham
- Nick Parker
- Richard Wiedensohler
- Alexa Morris
- Debra De Guia
- Mohammad Daftary
- Jenelle Dollente
- Chueyee Heu
- Keisha Johnson
- Jacob Bush
- Ray Phelps
- Laila Ali
- Kao Choua Thao
- Tou Thao
- Jamie Lai
- Catherine Lum

- Alexandra Holycross
- Kyle Roper
- Nichole English
- Louis Frank Kobold
- Tatjana Tissen
- David Lilley
- Joseph Roper
- Anna Chisholm
- Ann Foronda Laqui
- Pamela Fagundes
- Ethan Yang
- Tanesha Sullins
- Loretta Webb
- Anna Xiong
- Mary Grace Salazar Delos Reyes
- Joseph Andrade
- Raymond Ho
- Jocelyn Passanando
- Brennen Calapp
- Evin Vidad
- Alexis Hernandez Birt
- Jessica Davis
- David Magruder
- Lewis Laughner
- Savoya Breeze
- Emma Baker
- Markesha Belcher
- Marabelle Vang
- Benjamin Sourinphone
- Roxann Padilla
- Lizbeth Gomez
- Derrick Gatewood
- Abby Yang
- Deirdre Johnson
- Andrew Hooper
- Amber Haroulakis
- Gema Munoz Gonzalez
- Shirley Molina
- Pa Lor
- Sarah Peacock
- Madison Moreno

EXHIBIT C

EXHIBIT C – FEE SCHEDULE

SyTech will complete the project over the course of two (2) fiscal years, which includes picking up (and returning) approximately 24 boxes every 2 months. This would spread the cost equally over 24 months without any price increases per year.

Table 1 below outlines the pricing for completing the project over the course of two years. Based on the information in the RFP, SyTech's cost to process each box would not exceed \$275.00/box for a standard bankers box (12"x10"x15"). This assumes that none of the documents require extensive repair and/or special handling, and that each of the 5,000 property files only requires two fields of indexing (up to 20 characters) and a unique document name (up to 20 characters).

Table 1 – Project Breakdown by Year

Year	# of Boxes	% of Project Completed	Cost per box (not to exceed)	Total Cost (not to exceed)
1	145 boxes	50%	\$275.00	\$39,875.00
2	145 boxes	100%	\$275.00	\$39,875.00
Total				\$79,750.00

Table 2 – Unit Pricing

Request for Proposals 2021-04 Digital Scanning and Indexing Services			
Service or Product	Unit Price	Unit	Comments
Scanning - Black/White (standard paper sizes: letter, legal, ledger) 300 DPI	\$ 0.077	Image	
Scanning - Grayscale (standard paper sizes: letter, legal, ledger) 300 DPI	\$ 0.079	Image	
Scanning - Full Color (standard paper sizes: letter, legal, ledger) 300 DPI	\$ 0.099	Image	
Large Format Scanning - Black/White (E-sized, ANSI-C, ANSI-D, ANSI-E and oversized documents) 300 DPI	\$ 1.50	Image	
Large Format Scanning - Grayscale (E-sized, ANSI-C, ANSI-D, ANSI-E and oversized documents) 300 DPI	\$ 1.55	Image	
Large Format Scanning - Full Color (E-sized, ANSI-C, ANSI-D, ANSI-E and oversized documents) 300 DPI	\$ 2.55	Image	
Pick-up/Delivery	\$ 275.00	Instance	
Boxing up Records (Optional)	\$ 7.00	Box	
Special Handling	\$ 16.00	Hour	For records that are fragile or that require special attention.

Records Management Technology Experts

Physical File Re-Assembly	\$ 16.00	Hour	Note: Physical File Reassembly is not for the ordinary work which is part of Not To Exceed (NTE) number as described in project but for specialty reassembly.
OCR	\$ 0.005	Image	OCR will not work for large format records. OCR will be included in the NTE \$275 box price.
Document Destruction (Optional)	\$ 6.00	Box	
Document Request - on-demand images	\$ 7.00	File	
Professional IT Services (on-site)	\$ 95.00	Hour	
Professional IT Services (remote)	\$ 75.00	Hour	



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

October 5, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-065 authorizing the City Administrator to sign a Memorandum of Understanding with the Monterey Regional Waste Management District and Member Agencies regarding Assistance with Compliance with California Senate Bill 1383

RECOMMENDATION:

Adopt Resolution 2021-065 authorizing the City Administrator to sign a Memorandum of Understanding with the Monterey Regional Waste Management District (MRWMD) and Member Agencies regarding Assistance with Compliance with California Senate Bill 1383.

BACKGROUND/SUMMARY:

SB1383 Requirements

In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets representing the next step in California's environmental protection strategy. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas (GHG) emissions. SB 1383 has two primary goals:

1. Reduce organic material disposal in landfills by 75% by 2025 (2014 baseline year).
2. Recover 20% of surplus edible food for human consumption by 2025.

In November 2020, CalRecycle issued regulations to implement SB1383. The CalRecycle regulations established sweeping new organic waste recovery requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste. SB 1383 regulations require the City to develop a range of programs, including commercial and residential organics waste collection programs, edible food recovery programs, procurement mechanisms for SB 1383-qualifying recycled content products, public outreach, monitoring, and enforcement for non-compliance with the new mandates. Under SB 1383, CalRecycle has the authority to financially penalize non-compliant jurisdictions up to \$10,000 per day, per violation.

Memorandum of Understanding

In response to the new regulations, the MRWMD's Technical Advisory Committee (TAC) has been working for the past year on planning for the implementation of SB 1383. The TAC is comprised of staff from seven member jurisdictions including the City, the three waste haulers in the MRWMD service area, and MRWMD. The TAC developed a Memorandum of Understanding (MOU) to support the implementation of SB 1383 compliance tasks that can be managed regionally.

The MOU (Attachment 2) establishes the framework for how the MRWMD and TAC will move forward with implementation and cost allocation. The MRWMD will take the lead on implementation of regional efforts, under the oversight and with the involvement of the TAC. The member agencies will reimburse the MRWMD for costs incurred.

The tasks that will be completed on a regional basis by the MRWMD during FY 2021-2022 include the following:

- Contracting with HF&H Consultants to support Ordinance amendments, Franchise Agreement modifications, and GreenWaste Recovery (GWR) contract management to begin implementation of the new regulations starting January 1, 2022;
- Regional Public Education on the new requirements;
- Procurement of kitchen pails to support public uptake of organics composting;
- Tracking and reporting software "Recyclist" to support compliance reporting;
- Contracting for contamination monitoring (i.e. lid flipping);
- Development of edible food recovery capacity.

The costs for these tasks are divvied up between all the member jurisdictions. Certain costs, such as GWR contract management, are only divided between the municipalities that have GWR as their Franchise Hauler.

Regional Costs Still To Be Determined

The TAC is developing a Request for Proposals (RFP) to conduct container monitoring (lid-flipping) on a regional basis. A cost estimate was included in the MOU for this work based on an estimate provided by a potential contractor. However, unlike the other member jurisdictions, the City has residential backyard service, which will complicate the contamination monitoring effort in our area because third party monitors cannot enter private property to check containers. Consequently, the City anticipates working with the selected contractor and GWR to develop a procedure for residential contamination monitoring in Carmel.

SB 1383 Implementation Not Covered By The MOU

Several elements of SB 1383 implementation are not covered by the MOU and will need to be tackled by the City and GWR. These elements include disseminating public outreach information to residents and businesses, outreach to landscape companies and construction contractors regarding new tracking and record-keeping requirements, follow-up outreach and enforcement for non-compliant customers, approval and tracking of collection waivers, and responding to customer questions, requests, and complaints.

FISCAL IMPACT:

Estimated shared costs for work that will be completed at the regional level in FY 2021-22, and associated consulting fees, total \$370,472 for all nine member jurisdictions. Some of the shared costs are one-time costs, while others will be annual costs. Since the MRWMD had recycling revenues increase in FY 20/21, a \$140,000 credit has been applied to that total for SB 1383 implementation in FY 2021-2022, thus decreasing the total shared costs to \$230,472.

The total shared costs are allocated between the member jurisdictions based on population and with HF&H

consulting service fees split based on hauler Agreements. The City is responsible for **\$8,686** of the total. This cost will be covered by the 2% waste collection rate increase that was approved by Council in June 2021.

PRIOR CITY COUNCIL ACTION:

On June 8, 2021, Council approved a 2% rate increase to the waste collection fees collected by GWR in preparation for the implementation of SB1383 during FY 2021-2022.

ATTACHMENTS:

Attachment 1: Resolution 2021-065

Attachment 2: Memorandum of Understanding

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

RESOLUTION NO. 2021-065

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM OF
UNDERSTANDING WITH THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
AND MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH
CALIFORNIA SENATE BILL 1383**

WHEREAS, in September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets, and in November 2020, CalRecycle issued regulations to implement SB 1383; and

WHEREAS, the CalRecycle regulations established sweeping new organic waste recovery requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste; and

WHEREAS, the Monterey Regional Waste Management District's Technical Advisory Committee has been planning for the implementation of SB 1383 and developed a Memorandum of Understanding to support the implementation of SB 1383 compliance tasks that can be managed regionally; and

WHEREAS, regional implementation of certain tasks to meet SB1383 requirements will support the City's efforts to comply with the new CalRecycle SB 1383 regulations.

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

Authorize the City Administrator to sign a Memorandum Of Understanding with the Monterey Regional Waste Management District and member agencies regarding assistance with compliance with California Senate Bill 1383.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 5th day of October, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS
MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH
CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A and B, subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(d) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A and B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition or covenant. Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A**DETAILED ACTIVITIES & COSTS
FY 2021-2022****Scope of Work**

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food waste recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping within each Member Agency, except for in Carmel-by-the-Sea and the County of Monterey, where the City of Carmel-by-the-Sea and the County of Monterey will decide how to proceed. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 21/22 Cost	Notes
Contracting/Policy (HF&H)	Franchise amendment/ordinance development	122,815	
Public Education		\$ 50,000	Covers creation of materials, but not production or distribution
Kitchen Pails w/ sticker & postcard	SFD & MFD upon request	\$ 50,000	
Reporting	Recyclist	\$ 11,610	Note: Omits City of Monterey & County from shared cost
	MRWMD staff time	\$ 20,000	
Contamination Monitoring (Lid Flipping)	Blue Strike / Greenwaste Recovery for Carmel	MA Specific	See attachment for cost breakdown
Edible Food Recovery	Donations to local food recovery organizations	\$ 50,000	
Organics Processing	District fees	\$ -	
		\$ 304,425	
Reduction from MRWMD for recycling revenues FY 21/22		\$ (140,000)	
		\$ 164,425	
HFH Franchise Management & Rate Setting		\$ 55,000	Note: Omits City of Monterey & County from shared cost
Monitoring Costs		11,047	
Total		\$ 230,472	

EXHIBIT B

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2021-2022

	SB 1383 Costs Distributed by Contract (Includes Recyclist for GWR Agencies)		
	Population #	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	\$ 3,096	\$ 2,927
DRO	1,525	\$ 1,233	\$ 2,500
Marina	21,981	\$ 17,766	\$ 16,798
PG	15,522	\$ 12,546	\$ 11,862
PBCSD	4,531	\$ 3,662	\$ 3,463
Sand City	310	\$ 251	\$ 2,500
Seaside	33,956	\$ 27,445	\$ 25,949
TOTAL	81,655	\$ 65,997	\$ 65,997
Monterey City	28,352	\$ 34,214	\$ 34,214
County	50,128	\$ 34,214	\$ 34,214
TOTAL	160,135	\$ 134,425	\$ 134,425

	Remainder of Shared Costs			
	Population #	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	2.4%	\$ 718	\$ 2,500
DRO	1,525	1.0%	\$ 286	\$ 2,500
Marina	21,981	13.7%	\$ 4,118	\$ 2,862
PG	15,522	9.7%	\$ 2,908	\$ 2,500
PBCSD	4,531	2.8%	\$ 849	\$ 2,500
Sand City	310	0.2%	\$ 58	\$ 2,500
Seaside	33,956	21.2%	\$ 6,361	\$ 4,421
Monterey City	28,352	17.7%	\$ 5,312	\$ 3,691
County	50,128	31.3%	\$ 9,391	\$ 6,526
TOTAL	160,135		\$ 30,000	\$ 30,000

	Contract Management			
	Population #	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	4.7%	\$ 2,580	\$ 2,500
DRO	1,525	1.9%	\$ 1,027	\$ 2,500
Marina	21,981	26.9%	\$ 14,806	\$ 13,740
PG	15,522	19.0%	\$ 10,455	\$ 9,703
PBCSD	4,531	5.5%	\$ 3,052	\$ 2,832
Sand City	310	0.4%	\$ 209	\$ 2,500
Seaside	33,956	41.6%	\$ 22,872	\$ 21,225
TOTAL	81,655		\$ 55,000	\$ 55,000

EXHIBIT B
(Continued)

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2021-2022

Carmel	Monitoring Costs			
	Population #	Per Agency Cost/Year	Admin Cost	Total
Carmel	3,830	\$ 584	\$ 175	\$ 759
DRO	1,525	\$ 693	\$ 208	\$ 900
Marina	21,981	\$ 1,633	\$ 490	\$ 2,122
PG	15,522	\$ 1,021	\$ 306	\$ 1,328
PBCSD	4,531	\$ 672	\$ 202	\$ 874
Sand City	310	\$ 937	\$ 281	\$ 1,218
Seaside	33,956	\$ 1,720	\$ 516	\$ 2,237
Monterey City	28,352	\$ 1,238	\$ 371	\$ 1,609
County	50,128			
TOTAL	110,007	\$ 8,498	\$ 2,549	\$ 11,047

	Total Costs		
	Population #	Per Agency Cost/Year	With Minimums
Carmel	3,830	\$ 7,152	\$ 8,686
DRO	1,525	\$ 3,446	\$ 8,400
Marina	21,981	\$ 38,812	\$ 35,522
PG	15,522	\$ 27,236	\$ 25,392
PBCSD	4,531	\$ 8,436	\$ 9,668
Sand City	310	\$ 1,735	\$ 8,718
Seaside	33,956	\$ 58,914	\$ 53,831
Monterey City	28,352	\$ 41,134	\$ 39,514
County	50,128	\$ 43,605	\$ 40,740
TOTAL	160,135	\$ 230,472	\$ 230,472

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.



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

October 5, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-066 authorizing the City Administrator to execute Change Order No. 3 to the contract with Tope's Tree Service for on-call tree maintenance services for a not to exceed amount of \$65,000 and extending the term through June 30, 2022.

RECOMMENDATION:

Adopt Resolution 2021-066 authorizing the City Administrator to execute Change Order No. 3 to the contract with Tope's Tree Service for on-call tree maintenance services for a not to exceed amount of \$65,000 and extending the term through June 30, 2022.

BACKGROUND/SUMMARY:

On-call, as-needed tree care service contractors allow the City to address the many needs of our urban forest, such as removal of dead, diseased, or hazardous trees, pruning to maintain clearances and proper tree health, stump grinding, planting new trees, and watering. In addition to the trees located in the City's right-of-way, maintenance is also needed for trees located on all City properties, at City facilities, medians, trails, and parks. The City's urban forest contains over 9,000 trees.

Public Works forestry staff can perform most of these tasks in a far less expensive manner; however, our work force is simply spread too thin. Shifting our resources to work exclusively on trees would have immediate impacts on other facilities, such as the beach, parks, and open space. Therefore, the City has maintained contracts with tree care service contractors.

FISCAL IMPACT:

The FY 2021-2022 adopted budget includes \$110,000 for tree care services.

PRIOR CITY COUNCIL ACTION:

In September 2018, for FY 2018/19, Council authorized the City Administrator to execute an On-Call Tree Maintenance Service Contract with Tope's Tree Service, Inc. for \$100,000 (Resolution 2018-098) and an initial one-year term ending June 30, 2019. In July 2019, for FY 2019/20, Council authorized the City Administrator to execute Change Order No.1 to the contract with Tope's Tree Service for \$100,000 (Resolution 2019-049) and extending their term through June 30, 2020.

For FY 2020/21, the City Administrator executed Change Order No. 2 to the contract with Tope's Tree Service for \$24,999 and extending their term through June 30, 2021..

ATTACHMENTS:

Attachment #1 - Resolution 2021-066

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

RESOLUTION NO. 2021-066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER No. 3
TO THE CONTRACT WITH TOPE'S TREE SERVICE FOR ON-CALL TREE
MAINTENANCE SERVICES FOR A NOT TO EXCEED AMOUNT OF \$65,000 AND
EXTENDING THE TERM THROUGH JUNE 30, 2022**

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, in September 2018, for FY 2018/19, the City Council authorized the City Administrator to execute an On-Call Tree Maintenance Service Contract with Tope's Tree Service, Inc. for \$100,000 (Resolution 2018-098) and an initial one-year term ending June 30, 2019; and

WHEREAS, in July 2019, for FY 2019/20, the City Council authorized the City Administrator to execute Change Order No.1 to the contract with Tope's Tree Service for \$100,000 (Resolution 2019-049) and extending the term through June 30, 2020; and

WHEREAS, on June 8, 2021, the City Council adopted the Fiscal Year 2021-2022 Annual Operating Budget, inclusive of \$110,000 for tree care services.

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

Authorize the City Administrator to execute Change Order No. 3 to the contract with Tope's Tree Service for on-call tree maintenance services for a not to exceed amount of \$65,000 and extending the term through June 30, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Ashlee Wright, Acting City Clerk



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

**October 5, 2021
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of Resolution 2021-060 to appoint Brian Uhler as Interim Public Safety Director/Police Chief (Retired Annuitant) effective October 6, 2021

RECOMMENDATION:

1. Approve the City Administrator's recommendation to appoint Brian Uhler as Interim Public Safety Director/Chief of Police (as a retired annuitant) effective October 6, 2021.
2. Adopt a resolution approving the appointment of Brian Uhler as Interim Public Safety Director/Chief of Police (Retired Annuitant) pursuant to California Government Code Sections 7522.56 and 21221 (h) and authorizing the City Administrator to execute the employment agreement.

BACKGROUND/SUMMARY:

Due to the upcoming retirement of the City's Public Safety Director/Chief of Police Paul Tomasi, the City has a need to fill the position on an interim basis until a permanent replacement is selected.

Former Public Safety Director/Chief of Police Paul Tomasi announced his retirement in September 2021 effective for October 15th. Although his official retirement date is October 15th, his last day in the office will be October 8th. The City began an expedited recruitment process to hire an interim Public Safety Director/Chief of Police by Chief Tomasi's last day. The Public Safety Director/Police Chief position requires specialized skills and the process for identifying a replacement will take several months. Due to the length of time necessary to identify a highly qualified candidate for the permanent appointment to the Director of Public Safety/Chief of Police position, the City Administrator has determined it would be in the best interest of the City to hire an Interim Public Safety Director/Police Chief with extensive experience and superior leadership qualities to lead the department during this time. The City Administrator has authorized the Human Resources department to initiate the recruitment process for a permanent appointment.

The City Administrator determined it was necessary to hire a retired annuitant because the Public Safety Director/Chief of Police is required to maintain adequate staffing in emergency response and recovery. The City Administrator has identified Brian Uhler as having both the experience and leadership qualities to lead the Police Department as the Interim Police Chief. Chief Uhler is a newly retired Police Chief, (less than two years) and brings with him 40 years of Law Enforcement experience, including 9 1/2 years as the Police Chief in South Lake Tahoe. Chief Uhler has a wide variety of law enforcement experience that has included directing all police functions, including police management, investigations, operations, traffic, and

budget development. Chief Uhler has an understanding of policing in a small tourist community and has a thorough understanding of police related technology along with experience as an interim Fire Chief for 2.5 years.

Chief Uhler is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221 (h) and his compensation is statutorily limited as provided in Government Code §§ 7522.56 and 21221 (h). Chief Uhler has worked a total of zero hours for another CalPERS agency in fiscal year 2021-22 and normally would be restricted to working no more than 960 hours for the City of Carmel-by-the-Sea in FY 21/22. However, given the current state of emergency, and with the Governor's Executive Order N-12-21 and CalPERS circular letter: 200-056-21 which temporarily suspend the 960-hour limitation during the state of emergency to ensure adequate staffing during the state of emergency, the 960th hour worked in the fiscal year will not necessarily end the agreement automatically, as would usually be the case.

The City Administrator usually has appointing authority over the Public Safety Director/Police Chief, however, because Chief Uhler is seeking interim appointment after retirement another CalPERS agency, Government Code § Section 21221 (h) requires the City Council, rather than the City Administrator, to certify the appointment of Chief Uhler to the Interim Public Safety Director position. Per the contract/agreement (Attachment A) Chief. Uhler shall serve as interim Public Safety Director/Chief of Police until appointment of a permanent Public Safety Director/Chief of Police or upon other expiration or termination of the employment agreement under the terms specified; whichever occurs first.

FISCAL IMPACT:

There are no additional fiscal impacts associated with this engagement as the Public Safety Director/Chief of Police salary is currently budgeted.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Draft Resolution

Attachment 2 - Draft Employment Agreement

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

RESOLUTION NO. 2021-060

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPOINTING BRIAN UHLER AS INTERIM PUBLIC SAFETY DIRECTOR/CHIEF OF POLICE
IN ACCORDANCE WITH CODE SECTIONS 7522.56 AND 21221 (h)**

WHEREAS, Government (Gov.) Code sections 7522.56 and 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Governor's Executive Order N-12-21 and CalPERS circular letter 200-056-21 temporarily suspend the 960-hour limitation during the current state of emergency to help the City ensure adequate staffing.

WHEREAS, the City of Carmel-by-the-Sea desires to appoint Brian Uhler as an interim appointment retired annuitant to the vacant position of Public Safety Director/Chief of Police for the City of Carmel-by-the-Sea under Gov. Code sections 7522.56 and 21221(h), effective October 6, 2021; and

WHEREAS, the City Council, the City of Carmel-by-the-Sea and Uhler certify that Uhler has not and will not receive any other retirement-related incentive, has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement, and that Uhler has attained normal retirement age within the meaning of Government Code § 21220.5;

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City Administrator has authorized the Human Resources Department to initiate the recruitment process for a permanent appointment; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and will end upon appointment of the permanent position, or otherwise expires or terminates under the Retired Annuitant Agreement between Uhler and the City of Carmel-by-the-Sea, whichever occurs first; and

WHEREAS, the entire Retired Annuitant Agreement between Uhler and the City of Carmel-by-the-Sea has been reviewed by this body and is attached herein (Exhibit A).

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties; and

WHEREAS, the maximum monthly base salary for this position is \$15,103.75 and the hourly equivalent is \$87.13; and

WHEREAS, the hourly rate paid to Uhler will be \$87.13; and

WHEREAS, Uhler has not and will not receive any other benefit, incentive, leave, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of Brian Uhler as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Public Safety Director/Chief of Police for the City of Carmel-by-the-Sea by October 6, 2021 to provide the specialized skills necessary to manage the City's police department.
3. The City Council hereby authorizes the appointment of Brian Uhler to Interim Public Safety Director/Chief of Police effective October 6, 2021 pursuant to the authority provided under Government Code Sections 7522.56 and 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of Public Safety Director/Chief of Police for the City of Carmel-by-the-Sea commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Brian Uhler.
4. The employment agreement with Brian Uhler, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council, effective October 6, 2021.
5. The City Administrator is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Administrator and City Attorney.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

ATTACHMENT/EXHIBIT A

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Carmel-by-the-Sea, a municipal corporation of the State of California (“City”) and Brian Uhler, an individual (“Retired Annuitant”) as of October 6, 2021 (“Effective Date”).

RECITALS

- A. Retired Annuitant previously was employed by the City of South Lake Tahoe, a California Public Employees’ Retirement System (CalPERS) employer; and
 - B. Retired Annuitant retired from public service effective March 16, 2020 and began collecting a retirement pension from CalPERS; and
 - C. The City has a vacancy in the position of Public Safety Director/Chief of Police, a regular position for which the City will commence a recruitment for a permanent appointment; and
 - D. The City has an immediate need for an employee to temporarily perform the position of Public Safety Director/Chief of Police, a position involving specialized skills and training which is critically necessary to the on-going duties and functions of the City’s Police Department; and
 - E. Retired Annuitant has the necessary qualifications, experience and abilities to assist City in the duties of leadership and management of the Police Department as its interim Public Safety Director/Chief of Police
 - F. Retired Annuitant has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement, has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and has attained normal retirement age within the meaning of Government Code § 21220.5;
 - G. Retired Annuitant’s employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and
 - H. City desires to retain the services of Retired Annuitant in accordance with California Government Code Sections 7522.56 and 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement; and
 - I. As of the effective date of this Agreement the Governor’s Executive Order N-12-21 and CalPERS circular letter 200-056-21 temporarily suspend the usual 960-hour limitation upon Retired Annuitant’s work during the current state of emergency to ensure adequate staffing.
- In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from October 6, 2021 until such time as a permanent replacement for the position of Public Safety Director/Chief of Police has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the City, agrees to perform the following duties related to the Carmel-by-the-Sea Police Department:

- a. Plan, organize and direct the activities of the Carmel-by-the-Sea Police Department in law enforcement and crime prevention;
- b. Assess law enforcement needs;
- c. Represent the Department to the City Council, community, numerous committees and other City department; establish and maintain liaison with various Federal, State, county and local officials on law enforcement and related issues important to the community;
- d. Direct, monitor and administer the development and implementation of Police Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy appropriate service and staffing levels; allocate resources accordingly;
- e. Prepare and monitor the annual budget, making recommendation to the City Administrator on final expenditure levels; forecast additional funds needed for staffing, equipment, materials, and supplies; direct the preparation of and implementation of budgetary adjustments as necessary;
- f. Direct and supervise the compilation and publication of statistics and other police information important to the City;
- g. Serve in the City's Emergency Operations Center
- h. Coordinate assigned activities with other City departments and outside agencies;
- i. Provide highly responsible and complex administrative support to the City Administrator; and
- j. Serve as a member of the City Executive Team.

Retired Annuitant will report directly to the City Administrator. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Retired Annuitant shall operate any vehicle used in connection with the performance of his duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at **\$87.13 per hour** for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

It is the intent of the parties to compensate Retired Annuitant only to the extent permitted under Government Code sections 21221(h) and 7522.56(d) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by

CalPERS and falls within the minimum and maximum base salary paid for this position as set forth in the City's publicly available salary schedule. The monthly base salary for the position of Public Safety Director/Police Chief as listed on a publicly available pay schedule is \$15,103.75. The Rate of Pay is calculated by taking that monthly base salary and dividing it by 173.333 to equal an hourly rate.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

As of the effective date of this Agreement, the Governor's Executive Order N-12-21 and CalPERS circular letter: 200-056-21 temporarily suspend the usual 960-hour limitation upon Retired Annuitant's work during the current state of emergency to ensure adequate staffing. However, Retired Annuitant agrees and acknowledges that should the Executive Order end during the term of this Agreement, he shall not perform any services under this Agreement exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted bi-monthly to the City. Retired Annuitant shall keep the City continually apprised of any hours worked by Retired Annuitant for other CalPERS Agencies during the term of this Agreement.

The position is a temporary, at-will, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Administrator, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

The City shall reimburse Retired Annuitant for reasonable and necessary travel, subsistence and other business expenses incurred by Retired Annuitant in the performance of duties under this Agreement. All reimbursements shall be subject to and in accordance with California law and any applicable City policy for reimbursement of employee expenses.

There are no other benefits, incentives, compensation in lieu of benefits, leaves, or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following address:

Carmel-by-the-Sea Police Department, Junipero Ave & 4th Ave, Carmel-by-the-Sea, California 93921

Section 5. Other Activity

In accordance with Government Code Section 1126, during the period of employment, Retired Annuitant shall not accept, without the express prior written consent of the City Administrator, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Retired Annuitant's duties as Interim Public Safety Director/Police Chief.

Section 6. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 7. Termination

This Agreement may be terminated by either party for any reason by providing written notice to the other party. CITY's only obligation in the event of such termination will be payment to JAMES of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. Retired Annuitant shall not be entitled to any severance under the Agreement. It is understood and agreed that any notice of termination should be given as soon as practicable.

Nothing in this Section shall be construed to require either party to give written notice in order for the Agreement to expire as set forth in Section 1 [Term].

Retired Annuitant agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to the City and shall be returned promptly to City upon termination of Retired Annuitant's employment. Retired Annuitant's obligations under this provision shall survive the termination of his employment and the expiration of this Agreement.

"Proprietary Information" is all non-public information pertaining in any manner to the business of the City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, confidential financial data and formulae, attorney client-privileged information, confidential licensing information, software and other computer programs, copyrightable material, and other information exempt from production under the California Public Records Act and or the Federal Freedom of Information Act. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During employment by the City, Retired Annuitant shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of the City and as is or may be necessary to perform job responsibilities under this Agreement. Following termination, Retired Annuitant shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the City. Retired Annuitant's obligations under this Section shall survive the termination of employment and the expiration of this Agreement. A disclosure of Proprietary Information or Confidential Information by Retired Annuitant

in response to an order by a court of competent jurisdiction or in response to a subpoena by a Grand Jury or any state, federal or local law enforcement agency shall not be deemed a breach of this Agreement.

Section 8. Miscellaneous

a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

b. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the City at the address below, and or at the last known address maintained in Retired Annuitant's personnel file. Retired Annuitant agrees to notify the City in writing of any change in address during employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

PO Box CC
Carmel-by-the-Sea, CA 93921
ATTN: Maxine Gullo

Retired Annuitant's Address:

Brian Uhler
[Deliver to last updated address in personnel file]

c. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

d. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be amended except in a written document signed by Retired Annuitant and the City Administrator and approved by the City Council.

In witness where of the parties have duly affixed their signatures on this __ day of October, 2021.

Employer: City of Carmel-by-the-Sea

Chip Rerig, City Administrator

Retired Annuitant:

Brian Uhler

Approved as to Form:

Brian Pierik, City Attorney

Attest:

Ashlee Wright, Acting City Clerk



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

October 5, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of Ordinance 2021-003 (First Reading) amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property

RECOMMENDATION:

Waive the reading in full and introduce, on first reading, Ordinance 2021-003 amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property.

BACKGROUND/SUMMARY:

SB1383 Requirements

In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets representing the next step in California's environmental protection strategy. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas (GHG) emissions.

SB 1383 has two primary goals:

1. Reduce organic material disposal in landfills by 75% by 2025 (2014 baseline year),
2. Recover 20% of surplus edible food for human consumption by 2025.

In November 2020, CalRecycle issued regulations to implement SB1383. The CalRecycle regulations established sweeping new organic waste disposal requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste. For example, SB 1383 regulations require the City to develop commercial and residential organics waste collection programs, edible food recovery programs, procurement mechanisms for SB 1383-qualifying recycled content products, monitoring, enforcement, and penalties for non-compliance with the new mandates. Under SB 1383, CalRecycle has the authority to financially penalize non-compliant jurisdictions up to \$10,000 per day, per violation.

In order to meet the new CalRecycle mandates, the Monterey Regional Waste Management District's (MRWMD's) Technical Advisory Committee (TAC), which is comprised of staff from seven member

jurisdictions, including the City, three waste haulers in the MRWMD service area, and MRWMD, have been working collaboratively with HF&H Consultants to develop solutions to implement the new requirements. HF&H Consultants provided model ordinance language to incorporate into local jurisdictions' municipal codes to ensure compliance and consistency with the stipulations of SB 1383.

Chapter 8.16 Update

City staff, with the support of Rincon Consultants and the City Attorney's office, incorporated SB 1383 model ordinance language into the City's existing Garbage Ordinance (Chapter 8.16) and updated the Garbage Ordinance to remove redundant and outdated information. The update resulted in an almost complete rewrite of the Ordinance. A clean version of the revised Chapter 8.16 language is included in Attachment 2, and a track-changes version is included in Attachment 3.

The following significant changes were made to the Ordinance:

- New Ordinance is named “**Solid Waste and Materials Recovery**” to better represent the scope of the ordinance.
- **Updated definitions** (Section 8.16.020) were included so that terms used in the Ordinance match those in SB 1383 regulations.
- **New requirements for single-family homes** to comply with SB 1383 (Section 8.16.110) include: (1) subscribe and participate in the City's three-container collection services and (2) properly source-separate recyclables, organic material, and solid waste.
- **New requirements for multi-family premises** to comply with SB 1383 (Section 8.16.120) include: (1) subscribe and participate in the City's three-container system, (2) label containers and provide information and outreach to employees, contractors, and tenants, (3) provide timely information to new tenants, and (4) ensure that landscape contractors comply with City requirements for organics.
- **New requirements for commercial businesses** to comply with SB 1383 (Section 8.16.130) include: (1) subscribe and participate in the City's three-container system, (2) supply source-separated recyclable and organics materials containers in all indoor and outdoor areas where waste containers are provided for customers, (3) properly label containers, (4) provide training to staff, (5) inspect containers on a quarterly basis to ensure employees properly source-separate, (6) for commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants and delis, utilize a licensed contractor for the handling of fat, oil, and grease.
- **New requirements for landscape and construction materials self-haulers** (Section 8.16.170): Landscapers, tree service, and construction contractors will be allowed to self-haul landscape and construction waste materials that are ancillary to their work instead of contracting with the City's franchise hauler for hauling; however, if they choose to do so, they will be required to source-separate waste materials and keep records of the amounts of materials delivered to recovery facilities.
- Revised section on **exemptions from collection** (Section 8.16.140) that (1) clarifies the process for service discontinuation for residential customers, and (2) provides a waiver process for commercial and multi-family customers that generate minimal amounts of waste materials or that have space constraints, per SB 1383 requirements. City staff will be in charge of approving and tracking waivers.
- Requirements for construction projects subject to **CalGreen and Model Water Efficient Landscape Ordinance (MWELO) requirements** (Sections 8.16.180 and 8.16.190) to provide adequate space for recycling containers, and to utilize minimum prescribed amounts of compost and mulch in landscape installations.
- **New requirements for Commercial Edible Food Generators** that meet minimum SB 1383 Tier 1 and Tier 2 thresholds (Section 8.16.200) to arrange for edible food collection and to keep records of the amount of edible food recovered. Based on a preliminary evaluation of the Tier 1 and Tier 2

thresholds, staff anticipates that businesses in Carmel-by-the-Sea are not large enough to trigger either Tier 1 or Tier 2 thresholds, and thus are not subject to this requirement. However, staff has been involved in the regional work that is on-going to develop capacity and outreach for edible food recovery on the Monterey Peninsula; thus, as programs are further developed, we will be providing this information to our local businesses for those that may be interested in taking part in edible food recovery on a voluntary basis.

- **New City inspection, investigation, and enforcement requirements** per SB 1383 (Sections 8.16.230 and 8.16.240), including inspections of containers to identify contamination and review of records, and a process for enforcement for non-compliant customers. The City anticipates utilizing inspections to improve public outreach and education during the first two years of implementation of the new Ordinance and to begin enforcement against non-compliant customers starting in 2024. City staff will be required to keep track of monitoring, outreach, and enforcement for annual reporting to CalRecycle. It is worthwhile to note that solid waste placed in the recyclable or organics containers will be considered contamination, as well as recyclables or organics placed in the solid waste container.

Chapter 12.32 Update

SB 1383 included language requirements regarding litter that was unrelated to waste collection but was more appropriate in Chapter 12.32 relating to conduct on public property. Section 12.32.115 was updated with the language relating to litter, and outdated information regarding organic material pick-up was removed from this section. No other edits were made to this chapter. A clean version of the revised Chapter 12.32 language is included in Attachment 4, and a track-changes version is included in Attachment 5.

Next Steps

The SB 1383 regulations also require an amendment to our Hauler Franchise Agreement, as well as a new Memorandum of Understanding (MOU) between jurisdictions and the MRWMD to ensure efficient and collective compliance with the new requirements. The MOU is provided for Council consideration at this meeting. The amendment to the Franchise Agreement and the cost impact on collection rates will be presented to Council at upcoming meetings.

FISCAL IMPACT:

The requirements of SB 1383 are far-reaching and will require significant staff time, as well as additional support by contractors, the MRWMD, and the City's Franchise Hauler. The full cost impact to the City is unknown at this time. Upcoming cost increases will result from:

- MOU with MRWMD for regional SB 1383 implementation at a cost of \$8,686 for FY 2021-2022
- Franchise Agreement amendment for additional waste collection, reporting, and public outreach support at a cost currently under negotiation
- Third-party monitoring of containers at a cost to be determined through a regional bid process

PRIOR CITY COUNCIL ACTION:

On June 8, 2021, Council approved a 2% rate increase to the waste collection fees collected by GWR in preparation for implementation of SB1383 during FY 2021-2022.

ATTACHMENTS:

Attachment 1: Ordinance 2021-003

Attachment 2: Chapter 8.16 Revisions - Clean Version

Attachment 3: Chapter 8.16 Revisions - Track Changes

Attachment 4: Chapter 12.32 Revisions - Clean Version

Attachment 5: Chapter 12.32 Revisions - Track Changes

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

ORDINANCE NO. 2021-003

**AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE TO
ADDRESS MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

WHEREAS, Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services, to support achievement of Statewide Organic Waste disposal reduction targets. SB 1383 will also help reduce food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, SB 1383 further requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations; and

WHEREAS, the purpose of this ordinance is to implement the requirements set forth in SB 1383 into the Carmel-by-the-Sea Municipal Code (CMC).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Review. The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15308, because the proposed ordinance involves regulatory actions to assure protection of the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

SECTION 2. Amendment to the CMC.

1. Chapter 8.16 (Solid Waste and Materials Recovery) of the CMC is amended and restated as set forth in Exhibit A.
2. Section 12.32.115 is amended and restated as follows:

“12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.

It is unlawful, without a City permit, to throw, deposit, sweep, leave or otherwise discard upon any public street, right-of-way, park, beach or other public property anywhere within the City bottles, cans, glass, metal, plastic, petroleum substance, paint, paper,

dirt, rubbish, waste articles or any other similar waste thing or substance whatsoever, whether liquid or solid, unless the deposit is made into a container specifically provided for that purpose. Any litter or other discarded materials located in the public right of way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative, that such materials did not originate from their property. Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein."

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption..

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

EXHIBIT A

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.
- 8.16.040 Improper Deposit of Solid Waste.
- 8.16.050 Rates and Fees.
- 8.16.060 Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Solid Waste.
- 8.16.090 Scavenging.
- 8.16.100 Containers – Exclusive Use.
- 8.16.110 Requirements for Single-Family Premises.
- 8.16.120 Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Requirements for Commercial Businesses.
- 8.16.140 Exemption from Collection Service.
- 8.16.150 Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.
2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.
3. "Applicable Law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.
4. "Bin" means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.
5. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California's Green Building Standards Code known as CALGreen.
6. "City" means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.
7. "City Enforcement Official" means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.
8. "CMC" means the Carmel Municipal Code.
9. "Commercial" means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.
10. "Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
11. "Commercial Edible Food Generator" includes a Tier One or a Tier Two commercial edible food generator.
12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.
13. "Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.
14. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.
15. "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for compostability.

16. "Construction and Demolition Debris" or "C&D Debris" means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

20. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the franchise hauler of discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and

amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. "Food Distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

31. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. "Food Recovery Organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. "Food Recovery Service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. "Food Scraps" means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. "Food Waste" means food scraps, food-soiled paper, and compostable plastics.

37. "Franchise" means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. "Franchise Hauler" means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. "Franchised Discarded Materials" means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

40. "Generator" means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area.
43. "Hazardous Substance" means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.
44. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.
45. "Household Hazardous Waste" or "HHW" means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.
46. "Inspection" means a site visit where a City official reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.
47. "Large Event" means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.
48. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.
49. "Materials recovery facility" means:
- a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or
 - b. A firm that purchases and markets source-separated solid wastes and recyclable materials.
50. "Medical Waste" means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.
51. "Multi-Family Residential Dwelling" or "Multi-Family", pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.
52. "MWEL" refers to the State law known as the Model Water Efficient Landscape Ordinance (MWEL).
53. "Organic Materials" means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set

aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. "Person" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

57. "Premises" means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.140.

58. "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

60. "Recyclable Materials" means those materials approved by the City that may be collected, sorted, cleansed, treated, and reconstituted through the City's recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. “Responsible Party” means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. “Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

65. “Salvageable Materials” means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. “Self-Hauler” means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator’s or responsible party’s own employees and equipment.

68. “Single-Family”, pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. “Solid Waste” means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

- a. Hazardous waste.
- b. Radioactive waste regulated pursuant to the State Radiation Control Law.
- c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.
- d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. "Universal Waste" means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. "State" means the State of California.

75. "Tier One Commercial Edible Food Generator" means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. "Tier Two Commercial Edible Food Generator" means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

77. "Yard Waste" or "Yard Trimmings" means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City's franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City's franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where solid waste, recyclable materials or organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that

allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of solid waste, and the collection and recycling of source-separated recyclable materials and source-separated organic materials. The fees for these services shall be established by resolution of the City Council prior to July 1 of each year.

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.

8.16.070 Burning of Certain Waste Materials.

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and

stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC.

8.16.080 Burning of Solid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits.

8.16.090 Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential

dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.

a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.

4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

5. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.

6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
 3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
 4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:
 - a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.
 - b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.
 5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.
 6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
 7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
 8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.
 9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.

D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.

E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.140 Exemption from Collection Service.

A. Upon notifying the Public Works Director or their designee, the owner or tenant of any premises may discontinue solid waste, recyclable materials, and/or organic materials collection for such periods of time as their premises are vacated, if, in the opinion of the Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.**A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.**

The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,
2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.**A. Requirements for Franchise Haulers**

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:
 - a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
 - b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.

c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.

2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELo, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.
 - b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up

to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELo compliance items listed in this section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in shall consult the full MWELo for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.
5. Keep records that include the following information:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.
 - b. A copy of all contracts or written agreements.
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:

- a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,
- b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
- c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
- d. Any additional information required by the Public Works Director or their designee.

8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food

recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.240 Enforcement.

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.
2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.
3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.
5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.
6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste to be so removed shall be deemed a misdemeanor.
7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.
- 8.16.040 Improper Deposit of Solid Waste.
- 8.16.050 Rates and Fees.
- 8.16.060 Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Solid Waste.
- 8.16.090 Scavenging.
- 8.16.100 Containers – Exclusive Use.
- 8.16.110 Requirements for Single-Family Premises.
- 8.16.120 Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Requirements for Commercial Businesses.
- 8.16.140 Exemption from Collection Service.
- 8.16.150 Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELO) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.
2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's

collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.

3. “Applicable Law” means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.

4. “Bin” means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.

5. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California’s Green Building Standards Code known as CALGreen.

6. “City” means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.

7. “City Enforcement Official” means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.

8. “CMC” means the Carmel Municipal Code.

9. “Commercial” means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

10. “Commercial Business” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.

11. “Commercial Edible Food Generator” includes a Tier One or a Tier Two commercial edible food generator.

12. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

13. “Compactor” means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.

14. “Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.

15. “Compostable Plastics” means plastic materials that meet the ASTM D6400 standard for compostability.

16. “Construction and Demolition Debris” or “C&D Debris” means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

20. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the franchise hauler of discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or

customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. "Food Distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

31. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. "Food Recovery Organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. "Food Recovery Service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. "Food Scraps" means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. "Food Waste" means food scraps, food-soiled paper, and compostable plastics.

37. "Franchise" means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. "Franchise Hauler" means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. "Franchised Discarded Materials" means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

40. "Generator" means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area.

43. "Hazardous Substance" means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.

44. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.

45. "Household Hazardous Waste" or "HHW" means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

46. "Inspection" means a site visit where a City official reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.

47. "Large Event" means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

48. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

49. "Materials recovery facility" means:

a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or

b. A firm that purchases and markets source-separated solid wastes and recyclable materials.

50. "Medical Waste" means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.

51. "Multi-Family Residential Dwelling" or "Multi-Family", pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.

52. "MWELO" refers to the State law known as the Model Water Efficient Landscape Ordinance (MWELO).

53. "Organic Materials" means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste,

organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. "Person" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

57. "Premises" means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.140.

58. "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

60. "Recyclable Materials" means those materials approved by the City that may be collected, sorted, cleansed, treated, and reconstituted through the City's recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. “Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

65. “Salvageable Materials” means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. “Self-Hauler” means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator’s or responsible party’s own employees and equipment.

68. “Single-Family”, pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. “Solid Waste” means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

- a. Hazardous waste.
- b. Radioactive waste regulated pursuant to the State Radiation Control Law.
- c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.
- d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. “Universal Waste” means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. “State” means the State of California.

75. “Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. “Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

77. “Yard Waste” or “Yard Trimmings” means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City’s franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City’s franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where solid waste, recyclable materials or organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of solid waste, and the collection and recycling of source-separated recyclable materials and source-separated organic materials. The fees for these services shall be established by resolution of the City Council prior to July 1 of each year.

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.

8.16.070 Burning of Certain Waste Materials.

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC.

8.16.080 Burning of Solid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits.

8.16.090 Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
5. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.
6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.
2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

- b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
 3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
 4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:
 - a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.
 - b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.
 5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.
 6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
 7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
 8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.
 9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.
- D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.
- E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.140 Exemption from Collection Service.

A. Upon notifying the Public Works Director or their designee, the owner or tenant of any premises may discontinue solid waste, recyclable materials, and/or organic materials collection for such periods of time as their premises are vacated, if, in the opinion of the Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.
The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of

subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,
2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.

A. Requirements for Franchise Haulers

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:
 - a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
 - b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.
 - c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.
2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.
3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELo, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.
 - b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not

locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELo compliance items listed in this section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in shall consult the full MWELo for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.
5. Keep records that include the following information:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.
 - b. A copy of all contracts or written agreements.
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:
 - a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,

- b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
- c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
- d. Any additional information required by the Public Works Director or their designee.

8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.240 Enforcement.

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are

hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.
2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.
3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.
5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.
6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste to be so removed shall be deemed a misdemeanor.
7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.

2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY GARBAGE*

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.0230 Garbage Solid Waste, Commingled-Recyclable Materials and Yard Waste in Residential Areas Organic Materials General Provisions.
- 8.16.040 Hot Ashes Improper Deposit of Solid Waste.
- 8.16.050 Removal of Garbage and Waste Rates and Fees.
- 8.16.060 Burying Garbage or Waste Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Garbage Solid Waste.
- 8.16.090 Accumulation of Waste and Junk on Private Property Scavenging.
- 8.16.100 City Garbage Collector – Duties Containers – Exclusive Use.
- 8.16.110 Owner Liability – Collection Service Requirements for Single-Family Premises.
- 8.16.120 Owner Liability – Minimum Service Charge Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Exemption from Collection Service Requirements for Commercial Businesses.
- 8.16.140 Contracts for Removal of Garbage, Commingled Recyclable Materials, Yard Waste, Ashes, Refuse, or Rubbish. Exemption from Collection Service.
- 8.16.150 Enforcement Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Nonliability of City for Accidents or Damage Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

* — For statutory provisions authorizing cities to contract for the collection and disposal of garbage and rubbish, see Health and Safety Code § 4250.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.0108.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.

~~2. "Ashes" means ashes as conventionally known.~~ 2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.

3. "Applicable Law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.

4. "Bin" means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.

5. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California's Green Building Standards Code known as CALGreen.

6. "City" means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.

7. "City Enforcement Official" means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.

~~3. "City garbage collector" or "collector" means any person with whom or with which the City may contract for the collection of garbage, ashes or refuse, rubbish, recyclables or yard waste, within the City; or in the absence of such contract, it shall mean any person or organization, including the City itself, lawfully engaged in the collection of garbage within the City.~~

8. "CMC" means the Carmel Municipal Code.

9. "Commercial" means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

10. "Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.

11. "Commercial Edible Food Generator" includes a Tier One or a Tier Two commercial edible food generator.

12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

13. "Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.

14. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.

15. "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for compostability.

16. "Construction and Demolition Debris" or "C&D Debris" means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

420. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the collector franchise hauler of garbage, recyclables or yard waste discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. “Food Distributor” means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

31. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. “Food Recovery Organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. “Food Recovery Service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. “Food Scraps” means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. “Food Waste” means food scraps, food-soiled paper, and compostable plastics.

37. “Franchise” means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. “Franchise Hauler” means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. “Franchised Discarded Materials” means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

~~5. “Garbage” means such putrescible matter as regularly accumulates as an incident to the occupation of premises and shall be deemed to mean and made to include table refuse and every description of discarded matter, animal or vegetable (including unwashed glass, metal or plastic containers for the same), that attends the preparation, consumption, transportation or storage of meat, fish, fowls, fruits, vegetable and other foods of whatever character.~~

40. “Generator” means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area.

43. “Hazardous Substance” means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.

44. “Hazardous Waste” means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.

45. “Household Hazardous Waste” or “HHW” means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

46. “Inspection” means a site visit where a City official reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.

47. “Large Event” means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

48. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

~~649. “MRF” or “Materials recovery facility” means:~~

- ~~a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or~~
- ~~b. A firm that purchases and markets source-separated solid wastes and recyclable materials.~~

50. “Medical Waste” means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical

waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.

51. “Multi-Family Residential Dwelling” or “Multi-Family”, pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.

52. “MWEL0” refers to the State law known as the Model Water Efficient Landscape Ordinance (MWEL0).

53. “Organic Materials” means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. “Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. “Person” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

757. “Premises” means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.1408-16.130.

58. “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

860. “Commingled Recyclable Materials” means those materials approved by the City a product that may be collected, sorted, cleansed, treated, and reconstituted through the City’s recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags,

colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

9. "Refuse" means and includes such combustible and noncombustible materials as regularly accumulate as an incident to the occupation of premises and includes cloth, rags, paper, leather, shoes, rubber, matting, bedding, boxes, chairs, tin cans, bottles, crockery, glass and the like.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. "Route Review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

10. "Rubbish" means such material as irregularly accumulates upon premises, or results from construction, such as concrete, lumber, wood, tree trimmings, plaster, brick, stone and the like.
65. "Salvageable Materials" means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. "Self-Hauler" means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator's or responsible party's own employees and equipment.

68. "Single-Family", pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. "Solid Waste" means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

a. Hazardous waste.

b. Radioactive waste regulated pursuant to the State Radiation Control Law.

c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.

d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. “Universal Waste” means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. “State” means the State of California.

75. “Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. “Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

~~11. “Waste” means and includes ashes, rubbish and refuse.~~ 1277. “Yard waste” or “Yard Trimmings” means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, substances that are biodegradable and decay into their constituent substances, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

B. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.020 — Garbage/Commingled Recyclable Materials and Yard Waste in Residential Areas It is conclusively presumed that garbage, commingled recyclable materials and yard waste will be generated or created in connection with the occupancy of any premises devoted to residential use where such premises contain any facilities that can be devoted to the cooking or refrigeration of food products. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.030 — Garbage/Solid Waste, Commingled Recyclable Materials and Yard Waste Receptacles/Organic Materials General Provisions.

A. The owner, lessee, tenant, or occupant of every developed property, in every zoning district, shall provide on such premises one or more conventional watertight, galvanized metal or plastic garbage receptacles, or the optional plastic waste wheel design garbage receptacle. Commingled recyclable materials and yard waste receptacles must be of a plastic waste wheel design. Garbage receptacles that are not of the waste wheel design shall be fitted with two handles and have a capacity of at least five gallons but not more than 32 gallons. Plastic waste wheel design receptacles may be 64 gallons. All receptacles shall have a tight fitting lid that shall cover the receptacles at all times except when garbage, commingled recyclable materials or yard waste is placed in or removed from the receptacle. All garbage must be removed from the premises where the garbage is created.

B. All garbage, commingled recyclable materials and yard waste receptacles in the R-1 district shall be located in the rear or side yard setback, screened from public view, and shall be collected, emptied, and returned to their original location by the collector.

C. All garbage, commingled recyclable materials and yard waste receptacles in the commercial districts shall be fully contained on private property and screened from public view. No garbage, commingled recyclable materials or yard waste material receptacles in the commercial districts shall be placed at curbside for collection at any time unless on-site garbage, commingled recyclable materials or yard waste receptacles storage is not available. If on-site garbage, commingled recyclable materials and yard waste receptacles storage is not available, receptacles in the commercial districts shall be placed at curbside the morning of or the evening preceding scheduled pickup and removed immediately following collection.

D. All garbage, commingled recyclable materials and yard waste must be removed from the premises where the garbage is created by the collector contracted by the City. The disposal of private garbage generated by any domestic, commercial or quasi-public use in any City-owned public waste receptacles is unlawful.

E. In all zoning districts of the City, with the exception of businesses in the commercial district that do not have on-site storage, the required receptacles for recycled materials including but not limited to glass, paper, newsprint, cardboard, plastic, aluminum, bi-metal containers and steel shall be a commingled recyclable waste wheeler receptacle provided by the City's recycling collector. These commingled recycling receptacles are intended for the collection of all approved recyclable materials, and the City's collector shall be responsible for collection and retrieval from the private property of each customer's rear or side yard, not at the curb.

F. In all zoning districts of the City, the required receptacles used for composting for such authorized materials as cut grass, weeds, trimmings, garden debris and the like shall be receptacles provided by the City's collector, the Monterey Peninsula Waste Management District or other City-authorized commercial establishment. Any composting process which includes any food waste as an ingredient, whether on public or private property, shall be enclosed in such receptacle.

G. Every tenant, lessee, occupant or owner of any premises where ashes or refuse are created may provide on such premises, in addition to the garbage receptacle, one or more receptacles having a capacity not exceeding 64 gallons, or such other receptacle as may be provided by the collector to contain all ashes or refuse which may accumulate upon the premises.

H. No conventional garbage receptacle shall be loaded so that the combined weight of receptacle and contents exceeds 60 pounds, with the exception of an approved waste wheeler design receptacle provided by the collector specifically for such purposes.

I. Every tenant, lessee, occupant or owner of any premises where garbage, commingled recyclable materials or yard waste receptacles are provided shall be responsible for keeping such receptacles in a clean and sanitary condition. (Ord. 2002-08 § 1, 2002; Ord. 99-05 § 1, 1999; Ord. 99-01 § 1, 1999).

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City's franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City's franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where ~~garbage solid waste, commingled-recyclable materials or yard waste receptacles~~ organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No ~~conventional garbage receptacle~~ solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 — Hot Ashes.

~~Hot ashes shall be placed in a covered metal receptacle, other than a garbage, commingled-recyclable materials or yard waste receptacle, until such ashes are extinguished and cool. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach ~~owned by the City~~, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 — Removal of Garbage and Waste.

All garbage accumulated in private dwellings or residences shall be removed at least once a week by the City's collector except as provided in CMC 8.16.030. All garbage accumulated in hotels, or other multiple dwellings serving meals, including but not limited to boardinghouses, restaurants, fresh food markets and other like places, shall be removed at least every two days or more often if necessary. All waste shall be removed as often and as soon as the receptacles provided therefor are filled. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of garbage solid waste, and the collection and recycling of commingled source-separated recyclable materials and yard waste source-separated organic materials. The fees for residential and commercial rates these services shall be established by resolution of the City Council after a public hearing has been duly noticed and held prior to July 1 of each year.

8.16.060 — Burying Garbage or Waste.

A. It is unlawful for any person to bury waste or other discarded, used or leftover substance in any alley, street, road, highway, public park or other public property or a public place in the City, or upon the beach owned by the City, except waste deposited on City property in connection with authorized municipal fill operations.

B. It is unlawful for any person to bury any garbage, refuse, rubbish, waste or any other discarded, used or leftover substance in any private property in the City without the consent of the owner thereof or after being notified by the proper authority of the City that such practice is a menace to public health. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.**8.16.070 Burning of Certain Waste Materials.**

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.080 Burning of GarbageSolid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits. Within the City it is unlawful for any person to burn any garbage, recyclable materials, manure or waste not permitted to be burned by the provisions of CMC 8.16.070. It is likewise unlawful within the City for any person owning, occupying or managing property to permit the burning of such garbage, recyclable materials, manure or waste on such property. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.090 — Accumulation of Waste and Junk on Private Property.

It is unlawful to accumulate, or permit the accumulation of, waste, items of machinery, furniture or household appliances which have fallen into disuse or disrepair, on private property in any area which is visible from any other public or private property. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.090 — Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 — City Garbage Collector — Duties.

A. It is required that the City's collector collect garbage and commingled recyclable materials at least once a week from every premises, as defined in CMC 8.16.010, within the City, where garbage is created or presumed to be created, and from restaurants, fresh food markets and other like occupancies creating garbage, as frequently as such garbage is required to be removed by the provisions of this chapter. It is further required that in all residential and commercial areas of the City, after the collecting of such garbage, the City collector return the receptacles to a screened location on private property at the side or rear of the premises at which said collection took place. The City collector shall notify the City Administrator promptly of any infractions of collection and the City Administrator shall take proper corrective action.

B. It is further required that all ashes to be removed and all refuse attributable to any premises within the City be collected by the City collector from every premises as frequently as ashes and refuse are required to be removed by the provisions of this chapter.

C. It is further required that the City collector collect commingled recyclable materials at least once each week from every premises, apartment, or business within the City and yard waste at least once each month from every premises within the City where commingled recyclable materials or yard waste may be generated or presumed to be created. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.100 — Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 — Owner Liability — Collection Service.

The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City, its agents, or its franchisee, and shall be liable for and pay the full amount of any and all fees or charges imposed for such services. Receptacles for all solid waste collection services shall be placed in the side or rear yard for collection prior to the scheduled time for collection. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City owned property or private property visible from the street. Commercial receptacles shall not be stored on any public right of way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.110 — Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

- b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 — Owner Liability — Minimum Service Charge.

The tenant, lessee, occupant and owner of any premises devoted to residential use which contains facilities for the cooking or refrigeration of food products or generation of recyclable materials or yard waste are made jointly and severally liable to the City collector for a minimum service charge as established in Appendix A of the City's franchise agreement for all periods after such premises are originally occupied. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.
2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
5. Provide education information before or within fourteen (14) days of occupation of the premises to

new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.

6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.

a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.

4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:

a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.

b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.

6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.

7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.

9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.

D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.

E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.1308.16.140 Exemption from Collection Service.

A. Upon notifying the City collector Public Works Director or their designee, the owner or tenant of any premises may discontinue garbage solid waste, commingled recyclable materials, and/or organic materials yard waste collection for such periods of time as their premises is/are vacated, if, in the opinion of the City collector Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic

materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

~~B. The tenant, lessee, occupant or owner of all other premises is/are required to maintain garbage, commingled-recyclable materials and yard waste collection. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.140 Contracts for Removal of Garbage, Commingled Recyclable Materials, Yard Waste, Ashes, Refuse, or Rubbish.

~~The City Council may enter into a contract with and license any qualified person, firm or corporation as collector of garbage, commingled recyclable materials, yard waste, ashes, refuse or rubbish, upon the terms and conditions set forth in this chapter, and the rates for the removal of such garbage, commingled recyclable materials, yard waste, ashes, rubbish, and refuse; the specific receptacles for collection; and the mode of collection of such rates shall be as provided in Appendix A of the City's franchise agreement. Contracts with City collector(s) may be entered into in either of the following ways:~~

~~A. Negotiation. The City Administrator may negotiate a contract with any person believed capable of providing high quality service at reasonable rates. Such contract shall include the terms and conditions required by this code and include the terms and conditions not in conflict with this code as the City Administrator deems reasonable to secure the collection and disposal services in the best interest of public health, safety and welfare. The contract shall be approved by the City Council.~~

~~B. Calling for Bids. The City Administrator may elect to call for bids on the collection and disposal contract or contracts. The bid process shall be as follows:~~

- ~~1. If the City Administrator elects to call for bids she/he shall do so by letter calling for bids and setting forth the terms and conditions of the contract. Only qualified garbage or recycling collectors may bid for the contract or contracts. A qualified collector shall be a company or corporation with at least seven years of municipal garbage or recycling collection experience.~~

2. ~~Publishing of Notice. The City Administrator shall cause to be published once a week for two successive weeks in the official newspaper of the City a public notice which shall set forth all of the terms and conditions embraced in the letter, and the time, date and place for the receiving and opening of sealed bids, which shall not be sooner than one full week from the date of the first publication of the notice.~~

3. ~~Award of Contract. Upon examination by the City Administrator of the bids, the contract may be awarded to the best bidder by the City Council on the recommendation of the City Administrator. The City Administrator may postpone the granting of the contract from time to time until she/he has had a full and complete opportunity to examine the merits of each bid and, if none of the bidders is deemed satisfactory, the City Administrator may reject all bids and either advertise for additional bids or enter into an interim contract with any satisfactory bidder upon such terms and conditions as are satisfactory to the City Administrator and the City Council.~~

4. ~~Other Terms and Conditions. No contract for collection, disposal, recycling of commingled recyclable materials or handling of yard waste shall be for a period of more than 10 years including rights to extend. Terms and conditions other than those mentioned in this code may be put into the contract by the City. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,

2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.

A. Requirements for Franchise Haulers

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:

- a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
- b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.
- c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.
- d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to

high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.
2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.
3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELO) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or

rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELO, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.

b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in shall consult the full MWELO for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.

2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.

5. Keep records that include the following information:

a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.

b. A copy of all contracts or written agreements.

c. A record of the following information for each of those food recovery services or food recovery organizations:

- i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:
 - a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,
 - b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
 - c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
 - d. Any additional information required by the Public Works Director or their designee.
8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.

3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.1508.16.240 Enforcement.

~~A. It shall be the duty of the County Health Officer and the City Code Enforcement Coordinator to enforce the provisions of this chapter and they or their duly appointed agents shall have the power and authority to enter all premises at and during reasonable hours for the purpose of determining whether or not the provisions of this chapter are being violated.~~

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.

2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.

3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.

5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.

6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste or manure removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or

their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste ~~or manure~~ so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste ~~or manure~~ to be so removed shall be deemed a misdemeanor.

~~6. Any person, property owner, tenant, or lessee in the R-1 or R-4 districts of the City failing to abide by the provisions of this code may be charged with a misdemeanor.~~

7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

8.16.160 — Nonliability of City for Accidents or Damage.

~~The City or any of its public officials, agents, officers, and employees, other than the collector of garbage, commingled recyclable materials, yard waste, ashes, refuse, rubbish and waste, shall not be liable for any accidents, damage or neglect of any kind or nature arising from the collection and removal of garbage, commingled recyclable materials, yard waste, ashes, refuse, rubbish and waste. Garbage collection shall be performed in as neat and quiet a manner as may be possible, consistent with reasonable dispatch. The City collector shall carry the necessary liability and property insurance, workers' compensation insurance and industrial accident insurance in amounts and with-~~

~~insurance companies acceptable to the City, as provided by the laws of the State of California. Upon the collector's failure to do so, the City Council may provide such insurance and charge the premium therefor to the collector, who shall, on demand, reimburse the City for any premium paid for such insurance. The collector shall enter into a hold-harmless agreement prepared by the City whereby the City, its public officials, agents, officers and employees are held harmless under terms set forth in the agreement. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

Chapter 12.32

CONDUCT ON PUBLIC PROPERTY

Sections:

- 12.32.010 Definitions.
- 12.32.020 Unlawful Acts.
- 12.32.030 Disfiguration and Removal of Equipment and Structures.
- 12.32.040 Restrooms and Washrooms.
- 12.32.050 Disturbance of Natural Resources.
- 12.32.060 Erection of Structures.
- 12.32.070 Urination or Defecation.
- 12.32.080 Climbing on Structures.
- 12.32.090 Injury and Removal of Trees and Shrubs.
- 12.32.100 Climbing Trees.
- 12.32.110 Lawns.
- 12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.
- 12.32.120 Obstruction of Traffic.
- 12.32.130 Vending and Advertising.
- 12.32.140 Signs.
- 12.32.150 Smoking.
- 12.32.160 Picnicking and Camping.
- 12.32.165 Beach Use Restrictions.
- 12.32.170 Jet Skis – Vehicles.
- 12.32.180 Devendorf Park.
- 12.32.190 Exceptions.

12.32.010 Definitions.

A. For the purpose of this chapter, the term “public property” means any publicly owned property within the City, and shall include all parks, beaches, sidewalks, curbs, and all parts of any public right-of-way devoted to planting, forest or park-like use.

B. For the purpose of this chapter, the term “wheeled vehicle” means bicycles or skateboards. (Ord. 88-7 § 1, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.01).

12.32.020 Unlawful Acts.

On any public property as defined in CMC 12.32.010, or as limited in CMC 12.32.030 through 12.32.190, it is unlawful for any person to perform the acts designated in said sections. (Ord. 83-4 § 1, 1983; Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02).

12.32.030 Disfiguration and Removal of Equipment and Structures.

It is unlawful to willfully mark, deface, disfigure, injure, tamper with, displace, or remove any building, railing, bench, paving, paving material, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, wall or rock border, or other structures or equipment, facilities or public property or appurtenances whatever, either real or personal. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(1)).

12.32.040 Restrooms and Washrooms.

No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(2)).

12.32.050 Disturbance of Natural Resources.

Without a City permit it shall be unlawful to dig and remove any beach sand, whether submerged or not, to make any excavation by tool, equipment, blasting, or other means or agency, except that this shall not prohibit the removal

of driftwood or the construction of sand castles or other similar sand structures on the beach, utilizing natural materials found on the beach. (Ord. 79-21 § 35, 1971; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(3)).

12.32.060 Erection of Structures.

It is unlawful to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, any tent or fly or windbreak, or to run or string any rope, cord, or wire into, upon, or across any public property, except on permit issued by the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(4)).

12.32.070 Urination or Defecation.

It is unlawful to urinate or defecate on public property except in a public restroom. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(5)).

12.32.080 Climbing on Structures.

It is unlawful to climb, walk, stand, sit or lie upon monuments, fountains, or other property not designed or customarily used for such purposes, or to sit or lie on any sidewalks or steps in such a way as to obstruct the passage of other persons. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(6)).

12.32.090 Injury and Removal of Trees and Shrubs.

Without a City permit, it is unlawful to damage, cut, carve, burn, transplant or remove any tree or plant or injure the bark or pick flowers or seeds of any tree, shrub or other plant. Nor shall any person attach any rope, wire, or other contrivance to any tree, shrub or other plant. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(b)(1)).

12.32.100 Climbing Trees.

It is unlawful to climb any tree in those portions of public property designated as beachlands, Devendorf Park, and the center islands of any street. Nor shall any person climb any tree in any other portions of public property in such a manner as to damage or injure the tree. Nor shall any person climb upon, walk upon, sit upon, stand upon or dig in or otherwise disturb, or in any way injure, impair or damage any garden areas occupied primarily by plants, other than grass. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(2)).

12.32.110 Lawns.

When so posted by appropriate signs, erected by the Director of Public Works for the preservation and protection of any new or reseeded lawn, it is unlawful to walk, sit, stand, or lie on any lawn or area planted with grass seed, at any time when such signs are erected, nor shall any person dig in or otherwise damage any lawn, whether posted or not. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(3)).

12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.

It is unlawful, without a City permit, to throw, deposit, sweep, leave or otherwise discard upon any public street, right-of-way, park, beach or other public property anywhere within the City bottles, cans, glass, metal, plastic, petroleum substance, paint, paper, dirt, rubbish, waste articles or any other similar waste thing or substance whatsoever, whether liquid or solid, unless the deposit is made into a container specifically provided for that purpose. Any litter or other discarded materials located in the public right of way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative, that such materials did not originate from their property. Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein. (Ord. 93-18 § 1, 1993; Ord. 83-4 § 1, 1983; Code 1975 § 697.02 (c)).

12.32.120 Obstruction of Traffic.

It is unlawful to intentionally block or obstruct pedestrian traffic on any sidewalk or other public walkway or footpath. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (e)).

12.32.130 Vending and Advertising.

It is unlawful to announce, advertise, call the public attention in any way to, expose or offer for sale or hire any thing, article or service; or station or place any stand, cart, or vehicle for the transportation, sale or display of any such article, thing, or service, without first obtaining a City license therefor. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (g)).

12.32.140 Signs.

It is unlawful to paste, glue, tack or otherwise post or display any sign, placard, advertisement, poster or inscription whatever without first obtaining permission of the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (h)).

12.32.150 Smoking.

It shall be unlawful to smoke wherever prohibited by Chapters 8.36 and 8.40 CMC. (Ord. 76-1 § 2, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(i)).

12.32.160 Picnicking and Camping.

It is unlawful to picnic, camp, place tables, place chairs, eat, hang out things to dry, or do any other act connected with human habitation, on any public right-of-way, sidewalk area or in any parking area. This prohibition shall not prohibit the eating of food items customarily purchased for the purpose of eating while walking on the sidewalk, such as ice cream cones, and other hand-held, ready-to-eat items sold for consumption off the premises, and obtained and consumed incidental to walking or some other legal activity. It shall apply to eating when the eating is the primary activity. This prohibition does not prohibit the taking of picnic supplies and equipment from parked vehicles to the beach or other areas specifically designated for eating or picnicking. (Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (j)).

12.32.165 Beach Use Restrictions.

A. 1. No person, firm, corporation or other entity shall build, light, maintain, cause or permit to be built, lighted or maintained any open or outdoor fire on any public beach or fire pits designated by the City after the hour of 10:00 p.m. No fires shall be permitted at anytime on the slopes leading thereto within the City, except in fire pits designated by the City. This prohibition is applicable to all that beach and slope area lying west of Scenic Road and south of Ocean Avenue to the southern City boundary. No fires shall be permitted at any time on all that beach and slope area lying west of San Antonio from Ocean Avenue to the northern City boundary, except in fire pits designated by the City.

2. The prohibition against all fires on all the beach that lies at or below the high tide line and in fire pits designated by the City shall extend from 10:00 p.m. on the day it commences until 7:00 a.m. the following day.

B. It is unlawful to walk over or otherwise traverse any slope or area between Scenic Road and the beach or any other public area leading to the beach when the City Council has by resolution prohibited walking over or traversing such area, and designated specific paths, steps or ways for public access to the beach, and signs have been posted at reasonable locations giving notice of the prohibition. (Ord. 89-30 § 1, 1989; Ord. 87-13 § 1, 1987; Ord. 87-5 § 2, 1987; Ord. 83-15 § 1, 1983; Code 1975 § 697.02(l)).

12.32.170 Jet Skis – Vehicles.

It is unlawful to operate, carry, maintain, repair, land, or launch any motorized land, air, or water-going vehicle or apparatus including, but not limited to, motorized jet skis. This prohibition shall not apply to emergency vehicles, motorized vehicles compelled by emergency circumstances to come on to public property, City vehicles, public utility maintenance vehicles, motorized vehicles for the handicapped, vehicles operating on roads or pathways specifically provided for that purpose or vehicles operating with express written permission of the City. (Ord. 77-34 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (k)).

12.32.180 Devendorf Park.

In Devendorf Park it is unlawful to engage in any activity involving the throwing or kicking of any ball or other object in such a manner as to endanger other users of the park or lead to damage to plants or lawns. It is unlawful to ride a wheeled vehicle anywhere in the park. (Ord. 88-7 § 2, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.021).

12.32.190 Exceptions.

The provisions of this chapter shall not apply to employees or agents of the City in the performance of authorized activities on behalf of the City. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.022).

Chapter 12.32

CONDUCT ON PUBLIC PROPERTY

Sections:

- 12.32.010 Definitions.
- 12.32.020 Unlawful Acts.
- 12.32.030 Disfiguration and Removal of Equipment and Structures.
- 12.32.040 Restrooms and Washrooms.
- 12.32.050 Disturbance of Natural Resources.
- 12.32.060 Erection of Structures.
- 12.32.070 Urination or Defecation.
- 12.32.080 Climbing on Structures.
- 12.32.090 Injury and Removal of Trees and Shrubs.
- 12.32.100 Climbing Trees.
- 12.32.110 Lawns.
- 12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.
- 12.32.120 Obstruction of Traffic.
- 12.32.130 Vending and Advertising.
- 12.32.140 Signs.
- 12.32.150 Smoking.
- 12.32.160 Picnicking and Camping.
- 12.32.165 Beach Use Restrictions.
- 12.32.170 Jet Skis – Vehicles.
- 12.32.180 Devendorf Park.
- 12.32.190 Exceptions.

12.32.010 Definitions.

A. For the purpose of this chapter, the term “public property” means any publicly owned property within the City, and shall include all parks, beaches, sidewalks, curbs, and all parts of any public right-of-way devoted to planting, forest or park-like use.

B. For the purpose of this chapter, the term “wheeled vehicle” means bicycles or skateboards. (Ord. 88-7 § 1, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.01).

12.32.020 Unlawful Acts.

On any public property as defined in CMC 12.32.010, or as limited in CMC 12.32.030 through 12.32.190, it is unlawful for any person to perform the acts designated in said sections. (Ord. 83-4 § 1, 1983; Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02).

12.32.030 Disfiguration and Removal of Equipment and Structures.

It is unlawful to willfully mark, deface, disfigure, injure, tamper with, displace, or remove any building, railing, bench, paving, paving material, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, wall or rock border, or other structures or equipment, facilities or public property or appurtenances whatever, either real or personal. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(1)).

12.32.040 Restrooms and Washrooms.

No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(2)).

12.32.050 Disturbance of Natural Resources.

Without a City permit it shall be unlawful to dig and remove any beach sand, whether submerged or not, to make any excavation by tool, equipment, blasting, or other means or agency, except that this shall not prohibit the removal

of driftwood or the construction of sand castles or other similar sand structures on the beach, utilizing natural materials found on the beach. (Ord. 79-21 § 35, 1971; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(3)).

12.32.060 Erection of Structures.

It is unlawful to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, any tent or fly or windbreak, or to run or string any rope, cord, or wire into, upon, or across any public property, except on permit issued by the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(4)).

12.32.070 Urination or Defecation.

It is unlawful to urinate or defecate on public property except in a public restroom. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(5)).

12.32.080 Climbing on Structures.

It is unlawful to climb, walk, stand, sit or lie upon monuments, fountains, or other property not designed or customarily used for such purposes, or to sit or lie on any sidewalks or steps in such a way as to obstruct the passage of other persons. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(6)).

12.32.090 Injury and Removal of Trees and Shrubs.

Without a City permit, it is unlawful to damage, cut, carve, burn, transplant or remove any tree or plant or injure the bark or pick flowers or seeds of any tree, shrub or other plant. Nor shall any person attach any rope, wire, or other contrivance to any tree, shrub or other plant. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(b)(1)).

12.32.100 Climbing Trees.

It is unlawful to climb any tree in those portions of public property designated as beachlands, Devendorf Park, and the center islands of any street. Nor shall any person climb any tree in any other portions of public property in such a manner as to damage or injure the tree. Nor shall any person climb upon, walk upon, sit upon, stand upon or dig in or otherwise disturb, or in any way injure, impair or damage any garden areas occupied primarily by plants, other than grass. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(2)).

12.32.110 Lawns.

When so posted by appropriate signs, erected by the Director of Public Works for the preservation and protection of any new or reseeded lawn, it is unlawful to walk, sit, stand, or lie on any lawn or area planted with grass seed, at any time when such signs are erected, nor shall any person dig in or otherwise damage any lawn, whether posted or not. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(3)).

12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.

It is unlawful, without a City permit, to throw, deposit, sweep, leave or otherwise discard upon any public street, right-of-way, park, beach or other public property anywhere within the City bottles, cans, glass, metal, plastic, petroleum substance, paint, paper, dirt, rubbish, waste articles or any other similar waste thing or substance whatsoever, whether liquid or solid, unless the deposit is made into a container specifically provided for that purpose. ~~A fee for the scheduled pickup of pine needles/tree debris compostable refuse not exceeding one cubic yard per load, per week, shall be established by resolution of the City Council which may be amended from time to time.~~ Any litter or other discarded materials located in the public right of way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative, that such materials did not originate from their property. Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein. (Ord. 93-18 § 1, 1993; Ord. 83-4 § 1, 1983; Code 1975 § 697.02 (c)).

12.32.120 Obstruction of Traffic.

It is unlawful to intentionally block or obstruct pedestrian traffic on any sidewalk or other public walkway or footpath. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (e)).

12.32.130 Vending and Advertising.

It is unlawful to announce, advertise, call the public attention in any way to, expose or offer for sale or hire any thing, article or service; or station or place any stand, cart, or vehicle for the transportation, sale or display of any

such article, thing, or service, without first obtaining a City license therefor. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (g)).

12.32.140 Signs.

It is unlawful to paste, glue, tack or otherwise post or display any sign, placard, advertisement, poster or inscription whatever without first obtaining permission of the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (h)).

12.32.150 Smoking.

It shall be unlawful to smoke wherever prohibited by Chapters 8.36 and 8.40 CMC. (Ord. 76-1 § 2, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(i)).

12.32.160 Picnicking and Camping.

It is unlawful to picnic, camp, place tables, place chairs, eat, hang out things to dry, or do any other act connected with human habitation, on any public right-of-way, sidewalk area or in any parking area. This prohibition shall not prohibit the eating of food items customarily purchased for the purpose of eating while walking on the sidewalk, such as ice cream cones, and other hand-held, ready-to-eat items sold for consumption off the premises, and obtained and consumed incidental to walking or some other legal activity. It shall apply to eating when the eating is the primary activity. This prohibition does not prohibit the taking of picnic supplies and equipment from parked vehicles to the beach or other areas specifically designated for eating or picnicking. (Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (j)).

12.32.165 Beach Use Restrictions.

A. 1. No person, firm, corporation or other entity shall build, light, maintain, cause or permit to be built, lighted or maintained any open or outdoor fire on any public beach or fire pits designated by the City after the hour of 10:00 p.m. No fires shall be permitted at anytime on the slopes leading thereto within the City, except in fire pits designated by the City. This prohibition is applicable to all that beach and slope area lying west of Scenic Road and south of Ocean Avenue to the southern City boundary. No fires shall be permitted at any time on all that beach and slope area lying west of San Antonio from Ocean Avenue to the northern City boundary, except in fire pits designated by the City.

2. The prohibition against all fires on all the beach that lies at or below the high tide line and in fire pits designated by the City shall extend from 10:00 p.m. on the day it commences until 7:00 a.m. the following day.

B. It is unlawful to walk over or otherwise traverse any slope or area between Scenic Road and the beach or any other public area leading to the beach when the City Council has by resolution prohibited walking over or traversing such area, and designated specific paths, steps or ways for public access to the beach, and signs have been posted at reasonable locations giving notice of the prohibition. (Ord. 89-30 § 1, 1989; Ord. 87-13 § 1, 1987; Ord. 87-5 § 2, 1987; Ord. 83-15 § 1, 1983; Code 1975 § 697.02(l)).

12.32.170 Jet Skis – Vehicles.

It is unlawful to operate, carry, maintain, repair, land, or launch any motorized land, air, or water-going vehicle or apparatus including, but not limited to, motorized jet skis. This prohibition shall not apply to emergency vehicles, motorized vehicles compelled by emergency circumstances to come on to public property, City vehicles, public utility maintenance vehicles, motorized vehicles for the handicapped, vehicles operating on roads or pathways specifically provided for that purpose or vehicles operating with express written permission of the City. (Ord. 77-34 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (k)).

12.32.180 Devendorf Park.

In Devendorf Park it is unlawful to engage in any activity involving the throwing or kicking of any ball or other object in such a manner as to endanger other users of the park or lead to damage to plants or lawns. It is unlawful to ride a wheeled vehicle anywhere in the park. (Ord. 88-7 § 2, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.021).

12.32.190 Exceptions.

The provisions of this chapter shall not apply to employees or agents of the City in the performance of authorized activities on behalf of the City. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.022).



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

**October 5, 2021
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	First reading of a draft ordinance amending Chapter 17.40 of the Carmel Municipal Code related to signs.

RECOMMENDATION:

1. Request the City Attorney to read the title of the Ordinance
2. Motion to waive further reading and introduce a draft ordinance amending Chapter 17.40 of the Carmel Municipal Code relating to signs.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

The City Council is being asked to hold a first reading of a draft ordinance which would amend the City's current sign regulations. These amendments are intended to bring the City's sign regulations up to date and to avoid certain constitutionality problems which the current regulations may pose due to content based restrictions. If the Council has no substantive changes to the draft ordinance, it will return for a second reading and adoption the following month.

BACKGROUND AND PROJECT DESCRIPTION

The First Amendment to the United States Constitution protects freedom of speech. Pursuant to that amendment, local governments cannot restrict expression because of its message, its ideas, its subject matter, or its content without the potential of creating constitutionality issues. This also holds true for content on signage in and around the City of Carmel-by-the-Sea. Currently as written, the City's regulations pertaining to signs (Chapter 17.40) place restrictions on certain content, and also create different regulations for different content, both of which could be considered unconstitutional. In recent years, local jurisdictions have faced lawsuits over sign regulations with content restrictive language. One of the most notable cases is the United States Supreme Court Case *Reed v. Town of Gilbert*, in which the Court unanimously invalidated an ordinance that treated signs differently based on their content.

With this in mind, staff has worked with the City Attorney's office on amendments to Chapter 17.40 which remove content based regulations. These amendments also include some minor cleanup of language and streamlining of the sign review/approval process. A redline version has been provided for the Council to review (Attachment 1) along with a final clean version of the same draft (Attachment 2). In summary, these changes generally include:

- Streamlining of the administrative approval process to reduce the number of signs that may need to go to the Planning Commission. The existing process is somewhat vague and provides too much discretion over what types of signs (i.e.: content) will be permitted. Court decisions have indicated that without firm criteria to govern permit approvals, permit requirements for First Amendment protected activity will be unconstitutional. This revision makes the Planning Commission the appeal authority for decisions of the Director.
- Revision of the term “business signs” in reference to signage in “commercial districts”. The City can set different sign standards based on land use and zoning (i.e. different standards for residential and commercial zones), however, it cannot prohibit non-commercial uses such as churches and non-profits from having equivalent amounts of signage it grants to commercial businesses in commercial zones, nor can it limit businesses to commercial signs only but must allow businesses to have non-commercial messages on its signage.
- Exemption from permit requirements for a set number of temporary signs in residential districts (one per street frontage). However, there would be no limitation during election periods. This amendment fixes the existing (and unintended) prohibition on political signs, which is illegal, and also would mean that the City would not need to administratively permit political signs, which the City would not legally be allowed to deny permits for anyway.
- Removal of all other content based sign regulations, in response to the Reed v. Town of Gilbert decision.
- Adding express prohibitions for certain types of signs in all zoning districts which can legally be prohibited (e.g.: flashing lights, noise making, inflatable signs, etc.).
- Expanding language and authority for the City to remove abandoned commercial signs at the cost of the property owner.

On September 8th, 2021, the Carmel-by-the-Sea Planning Commission reviewed the draft ordinance and proposed amendments. The Planning Commission had no suggested modifications to the ordinance and ultimately voted to make a recommendation to the City Council regarding to adopt the amending ordinance.

If the City Council wishes implement the ordinance as written, staff will return at the November 2nd meeting for a second reading and adoption. The ordinance would then become effective 30-days later. If the City Council wishes to make substantive changes to the draft ordinance, staff will return at the November 2nd meeting with a revised draft for another first reading.

Environmental Review. This ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

FISCAL IMPACT:

Staff time associated with processing this ordinance is paid for out of the General Fund.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

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

ORDINANCE NO. 2021-XXXX

AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE CHAPTER 17.40 RELATING TO SIGNS.

WHEREAS, to ensure the constitutionality of the City of Carmel-by-the-Sea Municipal Code related to signs, the City Council has determined it necessary to amend Chapter 17.40 of the municipal code regarding signs to remove restrictions on content as well as amendments to streamline the process for review of applications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Review. The City Council exercises its independent judgement and finds that this ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

SECTION 2. Amendment of Chapter 17.40. Title 17, Chapter 17.40 of the Carmel-by-the-Sea Municipal Code is amended to read in its entirety as follows:

Chapter 17.40

SIGNS¹

Sections:

- | | |
|------------------|--|
| 17.40.010 | Purpose. |
| 17.40.020 | Permit Process. |
| 17.40.030 | Business <u>Commercial Signages.</u> |
| 17.40.040 | Interior Signs. |
| 17.40.050 | Other Signs Associated With a Business <u>Temporary Commercial Signs.</u> |
| 17.40.060 | Residential Signs. |
| 17.40.070 | Temporary Signs <u>Prohibited Signs.</u> |
| 17.40.080 | Removal of Abandoned Signs. |
| <u>17.40.090</u> | <u>Noncommercial Uses.</u> |

17.40.010 Purpose.

Signs are instrumental in maintaining the City of Carmel-by-the-Sea's village character. The City has no house numbering system so residents often place signs outside their homes for identification. Business signs typically are made of wood and are oriented toward the pedestrian rather than the automobile. These residential and business signs create a unique village environment, which encourages exploration and discovery.

This chapter establishes standards and guidelines to preserve and enhance the appearance of the community as a place in which to live and work. These standards and guidelines ensure that signage is used as identification and not as advertisement or a notice-attracting device. Furthermore, these standards prevent the installation of an excessive number of signs, avoid visual clutter and eliminate hazards to pedestrians and motorists brought about by distracting signs.

The sign standards also implement the following objectives and policies of the General Plan:

- O1-17: Maintain diligent control over signs and other advertising or notice-attracting facilities in order to avoid unsightly, bizarre, and/or out-of-scale visual impacts, including exterior lighting and lights from window displays.
- P1-53: Limit the use of unnecessary or unsightly design elements such as excessive numbers of signs, nonfunctional awnings, exterior displays, interior displays, and architectural contrivances used primarily as advertising or notice-attracting features visible from the public right-of-way.
- P1-54: Prohibit business signs incorporating lights, luminous or fluorescent paints, or movement.
- P1-55: Encourage the location of signs near the entrance to the businesses they serve.
- P1-56: Encourage business signs that are simple in graphic design, informative of the business use, and compatible in color and design with adjoining structures.

A sign may be erected, replaced, repainted, altered, relocated or maintained only in conformance with the standards and permit procedures of this chapter. The purpose and effect of this chapter is to:

A. Establish a permit system to ~~allow a variety of sign types in~~regulate signage in the business district and residential areas ~~subject to the standards and permit procedures in this chapter.~~

B. Provide for temporary signs in limited circumstances on private property subject to the standards and permit procedures of this chapter.

C. Prohibit ~~all signs not expressly permitted by this chapter unless authorized by specific action of the Planning Commission determined by the City to contribute to visual blight and pose hazards to pedestrians and motorists. Prohibited signs and displays include those which are, which shall include those signs~~ visible from exterior areas accessible to pedestrians and which are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement or that include strings of small lights around doors or windows, ~~as well as. Also prohibited are exterior~~ signs, displays or other installations that include balloons, streamers, or other notice-attracting ~~appendages~~features.

17.40.020 Permit Process.

A. Administrative Approval. Upon submittal of an application, the ~~following permits for signs signage as set forth in Section 17.40.030~~ may be approved by the Director: ~~business signs, temporary business signs, business directories, menu boxes, take-away menu holders, real estate signs in the public right of way, and parking signs. In order to be approved, these signs must satisfy the purpose, objectives, and standards described in this chapter, unless exempt from permit requirements in this code.~~ At least once each year the Director shall report to the Planning Commission on the ~~business signs, directories, menu boxes and take away menu holders~~signs that have been approved through the administrative process.

B. Appeal. Denial of an administrative approval by the Director is subject to appeal to the Planning Commission in accordance with section 17.54.040.

~~B. Planning Commission Approval. Signs which, in the opinion of the Director, require exception from the standards described in this chapter shall be reviewed by the Planning Commission. The Planning Commission also shall review all business signs painted, etched or otherwise applied to glass, all signs made of plastics, fabric or imitation wood and all signs of architectural, cultural, and historical significance. The Commission may grant exceptions only to the number, location and design of business signs. The following criteria must be satisfied to grant the exception:—~~

~~1. Number. Additional business signs may be permitted in unusual circumstances such as, but not limited to, a business that has entrances on two different public rights of way.—~~

~~2. Location. Signs shall clearly identify the business entrance. Signs shall be pedestrian oriented except for gas stations and motels that are recognized by the City as predominantly vehicle oriented business. Clutter from business signs at street frontages shall be avoided. Sign clutter along street frontages from multiple businesses within a courtyard or building shall be avoided.—~~

~~3. Design. Any exceptions to design standards shall retain compatibility with the design, color, and scale of the building.—~~

CC. No Permit Required. The following signs on private property do not require a permit:

1. Off-premises temporary signs in residential areas as permitted by California Civil Code Section 713, provided such signs do not exceed one per street frontage.
2. Signs regulating parking, designating hazards or providing public safety warnings.
3. Signs constructed, placed or maintained by a federal, state or local government agency with permission of the property owner.
4. Signs that are specifically authorized or required to be constructed, placed or maintained by law, or as a condition of any regulatory permit.
5. Temporary signs, provided that such signs are not permanently affixed to property, do not exceed one temporary sign per street frontage, and do not have a sign area greater than 12 square feet. During the period of 90 days preceding any general or special election, and continuing until 10 days after such election, more than one such sign may be displayed per street frontage.
6. Signs described in sections 17.40.050 and 17.40.060.

~~if they meet the purpose, objectives, and standards in this chapter as determined by the Director: interior signs, alarm system identification signs, house/occupant name, no soliciting/no handbills, garage/rummage/estate sale, home business, public information signs (exit, restroom, elevator, etc.) and a variety of temporary signs as identified in this chapter. Signs which, in the opinion of the Director, are out of the ordinary or which do not meet the purpose, objectives and standards of this chapter shall be removed or referred to the Planning Commission for review.~~

17.40.030 Business-Commercial District Signages.

A. Objectives. The primary objective of sign review is to implement the objectives and policies of the General Plan by maintaining the community's village character and natural beauty. To achieve this objective, business signs in any commercial district or any commercially zoned property signs shall be:

- ~~1. Informative of the business name and use. The business name shall be the primary design feature on the sign, and all logos and other graphics shall be subordinate to the business name;~~
21. Simple in design. Any creative graphic depictions should be related to the business use and in scale with sign text;
32. Oriented toward the pedestrian environment within the commercial district;
43. Compatible in design, color, size and scale to the business storefront, adjoining structures and surroundings and structure, in accordance with the Commercial Design Guidelines; and
54. Made of permanent and natural materials such as wood, wrought iron, ceramic or stone unless otherwise approved by the Planning Commission.

B. Types of Permitted Business-Commercial Signs ~~Signage~~. ~~There are four types of business signs that are~~ Exterior signage in any allowed in the commercial district shall be limited to:

1. An exterior wall ~~business~~ sign which is attached to a wall, or fascia ~~or window and~~ and only one side of the sign is visible.
2. An exterior hanging ~~business~~ sign which hangs from a bracket mounted to a wall or overhang. Both sides of the sign are typically visible to pedestrians and shall contain identical designs.
3. An exterior monument ~~business~~ sign which is freestanding and separate from adjacent buildings. This type of sign is typically mounted on a post or a solid base.
- ~~4. An interior business sign which is located within the interior of a business, visible from exterior areas accessible to pedestrians, and includes the business name or an identifying portion of the business name. Business names and logos on merchandise are not considered signs.~~ 4. A display box, which shall consist of a wall-mounted architectural element with an enclosed display case, not affixed to any door or window and located adjacent to an entryway, and not exceeding four square feet, of the type typically used to display menus or awards or similar items.
5. A box holder, not exceeding one square foot and not affixed to any door or window and located adjacent to an entryway, constructed of wood or basketry, of the type typically used to hold take-away menus or similar items.

C. Exterior ~~Business-Commercial~~ Signs.

Standards for Administrative Approval of Exterior Business <u>Commercial</u> Signs	
Item	Standard
Maximum Number of Exterior Business-Commercial Signs <u>Per Parcel</u>	One <u>(1) One exterior wall sign, exterior hanging sign, or monument sign, and</u> <u>(2) one display box, and</u> <u>(3) one box holder.</u> <u>For parcels with two or more commercial uses on the parcel, one additional sign shall be permitted in addition to the above, and may be used for any business directories, parcel identification, or other purposes.</u>
Maximum Letter Size	Ten inches
Maximum Area (Hanging Sign)	Three square feet

Maximum Area (Wall/Monument Sign)	Six square feet
Location	<ul style="list-style-type: none"> – As close as possible to the business- <u>building entrances in which the related business is located</u> – Below eave or parapet line of buildings – Hanging signs shall not project more than 30" from face of building – Hanging signs shall maintain 7' vertical clearance from sidewalk for pedestrians <u>as measured at the lowest point of the sign</u> – Monument signs shall not be mounted higher than 3' from ground
Design	<p>— Informative of business name and use</p> <ul style="list-style-type: none"> – Simple in graphic design – Compatible in design, color, size and scale with business storefront, adjoining structures and surroundings – Any graphic or pictorial representations shall be in scale with the text on the sign
Material	Permanent, natural materials such as wood or lettering painted on glass, wrought iron, ceramic and stone <u>unless otherwise approved by the Planning Commission</u>

Note: Sign area shall be calculated as follows:

All faces of a multi-faced sign shall be included in the calculation of area except for a double-faced hanging or monument sign, in which case only one face shall be included.

For irregularly shaped signs, the area shall be that of the smallest rectangle that wholly contains the sign.

Brackets or other appurtenances, including sign riders, incorporating design elements that are descriptive or informative of the business or the commercial use will be included as part of the sign area.

~~Also included are vacancy/no vacancy sign riders for motel/hotel signs.~~

~~D~~E. Lighting of Exterior Signs. Businesses open to the public during hours of darkness shall be allowed ~~limited~~ exterior lighting ~~for signs to enable patrons to find and identify the business meeting the below standards during hours of operation~~. These lights shall be turned off when the business is closed each evening.

Standards for Administrative Approval of Sign Lighting		
Number	Type and Maximum Output	Design and Mounting
<ul style="list-style-type: none"> – One per three square feet of sign area or – One for each side of a double-faced hanging sign 	<ul style="list-style-type: none"> – Incandescent (25 watts) – Halogen (20 watts) 	<ul style="list-style-type: none"> – Small, bullet-type fixtures painted to match surroundings – Mounted to nearby building element (wall, eave, post, etc.) or incorporated into support bracket – Not designed or mounted so as to become part of the sign – Architecturally compatible with building or mounted to be recessed or shielded or otherwise not readily visible to pedestrians – Aimed directly toward sign but not toward eye level of pedestrian or vehicle traffic <u>and shielded to the greatest extent feasible to prevent light emitting outside of the sign area.</u>

F. Materials and Colors. All exterior signs must be constructed of durable materials that are compatible in appearance to the building supporting or identified by the sign. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity. All materials and colors are subject to approval of the Director.

G. Relationship to Buildings. Each sign located upon a site with more than one main building, such as a commercial, office or industrial complex must be designed to incorporate the materials common or similar to all buildings.

H. Relationship to Other Signs. Where there is more than one sign on a site or building, all permanent signs must have designs that similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

I. Construction. Every sign, and all parts, portions and materials thereof, must be manufactured, assembled and erected in compliance with all applicable state, federal and city regulations, including the city's building code and electrical code. Under no circumstances may a permanent sign have an exposed back.

J. Maintenance. Every sign and all parts, portions and materials must be maintained in good repair. The display surface of all signs must be kept clean, neatly painted, and free from rust, cracking, peeling, corrosion or other states of disrepair. This maintenance obligation includes the replacement of malfunctioning or burned out lamps, replacement of broken faces, repainting of rust, chipped or peeling structures or faces within fifteen days following written notification by the city. When there is a change or discontinuance of a business or occupancy such that a sign no longer represents a place of business or occupancy, the sign or the name of the prior business or occupant must be removed.

17.40.040 Commercial Interior Signs.

A. Commercial Interior Signs. ~~Those Commercial~~ interior signs ~~that are signs that are located wholly within the interior space of the commercial use on a commercially zoned parcel, but may be are~~ visible from exterior areas accessible to pedestrians, and ~~which meet the following standards~~ are allowed without a permit provided that they meet the following standards. All interior signs shall be designed and lettered in a professional and attractive manner. Commercial Interior signs that do not meet these standards are prohibited.

Standards for Permitted Interior Signs					
	Number	Maximum Size (Each Sign)	Maximum Aggregate Area of Signage	Maximum Letter Size	Information
Affixed to a window	Six	N/A	100 square inches	One inch	Closed/open, hours of operation, will

					return, alarm, no food or drink, credit card (see note 2)
0' – 5' from the storefront	Unlimited	One square foot	Two square feet	One inch	Unlimited content Business name or identifying part of the business name are limited in area to 10% or less area of each sign
5' or more beyond the storefront	Unlimited	N/A	Six square feet	Three inches	Unlimited content Business name or identifying part of the business name are limited in area to 10% or less of each sign

Notes:

~~1. Signs advertising general sales or closing out sales/going out of business sales shall adhere to the standards for permitted interior signs. Interior signs advertising closing out sales/going out of business sales may be displayed for no more than 45 days pursuant to CMC 5.20.030.~~

~~2. Credit card signs shall not exceed two square inches per sign and are exempt from the maximum aggregate area standards applicable to signs affixed to windows. Alarm system identification signs 144 square inches or smaller in sizes are exempt from the maximum aggregate area standards applicable to signs affixed to windows.~~

~~(Ord. 2005-02 § 2, 2005; Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

17.40.050 Other Signs Associated With a Business. Temporary Commercial Signage

A. ~~Temporary Business Sign.~~ A “temporary business sign” refers to a sign temporarily approved ~~by the City~~ The following signage shall be permitted while a permanent exterior sign is being made or is awaiting City review.

Standards for Administrative Approval of Temporary Business Signs

Number	Maximum Size	Removal	Information
One	Three square feet	Shall be removed upon approval of a permanent sign or upon expiration of <u>within 30 days of being erected, unless an extension is approved by the Director</u> the temporary approval	<p>—— Simple in graphic design</p> <p>—— Limited to business name and opening date</p>

B. Business Directory. A “business directory” is a permanent sign listing the names of several individual businesses located on the same property, or in the same courtyard or building.

Standards for Administrative Approval of Business Directories

Number	Maximum Size	Maximum Letter Size	Location	Design
One per courtyard or building	N/A	Business placards one-inch lettering	On private property	<p>—— Simple in design</p> <p>—— Compatible in design, color, and scale with adjacent buildings</p>

Note: Multiple businesses which share a common entry from the exterior shall be entitled to a business sign only on the interior of the building. Directories may be placed on the building exterior to identify the interior businesses.

C. Restaurant Menu Signs. Restaurant menu signs are allowed in two forms: contained within menu boxes (for restaurants) and take away menus (for all food uses).

1. Menu Box. A menu box is a permanently mounted architectural element on, or immediately adjacent to, the business for displaying menus, awards, or daily specials in restaurants.

2. Take-Away Menu Holder. A take-away menu holder is a small, temporary or permanent container holding take-away menus for free distribution to the public.

Standards for Administrative Approval of Restaurant Menu Signs

Type	Number	Maximum Size	Location	Contents	Design
Menu box	One	Four square feet	<p>—— Not affixed to door or window</p> <p>—— At the</p>	Menu identical to that being used in the restaurant,	<p>——</p> <p>Compatible with scale, colors, and</p>

			entry	special menus, awards	materials of storefront
Take-away- menu holder	One	One square- foot	—— At the- entry —— Not- affixed to a- window	Take-away- menus only	—— Constructed of wood or basketry

B. Materials and Colors. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity.

C. Relationship to Other Signs. Where there is more than one sign on a site or building, temporary signage shall similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

D. Parking Sign. A sign that authorizes or prohibits the parking of specified vehicles on private property in the commercial (CC, SC, RC) and multifamily (R-4) districts.

Standards for Administrative Approval of Parking Signs

Number	Maximum- Size	Letter Size	Location	Information	Design
One per- property- frontage	Two square- feet	Three inches	—— Private- property —— Installed- on walls, fences, or buildings —— Location- must be reasonably- visible to motorists	States parking- rights on the- property and- cites CMC 10.32.080(H)	Compatible in- design and color with- storefront or building

(Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.40.060 Residential Signs. Zones.

A. Residential Signs. Zones. Residential signs are permitted without City review if the signs meet the purpose, objectives and standards listed below and in CMC 17.40.010, Purpose. If the sign is not listed below or all of the standards have not been satisfied, the sign requires Planning Commission review. Permanent signs in residential zones shall be permitted, provided that signage does not exceed one sign per parcel and total sign area does not exceed two square feet.

Standards for Permitted Residential Signs						
Type of Sign	Number	Size	Letter Size	Location	Material	Information
House/Occupant Name	One	Two-square feet	No limit	Private property	Natural and permanent material required	House or occupant name
No-Soliciting/No-Handbills/No-Trespassing	One each	2" x 12"	N/A	Private property Only at property line, front gate, front door or entry point "No Trespassing" signs shall be prohibited within 20 feet of a public beach access point	Permanent material required	No-soliciting/no-handbills
Home Business	One	One square foot	No limit	Private property	Natural and permanent materials required	Business name on City business license

Standards for Planning Commission Approval of Signs of Architectural, Cultural or Historical Significance

- ~~—The sign contributes to the architectural, cultural, or historical character of the community~~
- ~~—The sign would not create confusion to the public or to public safety officials in responding to emergencies~~
- ~~—The sign would not adversely affect the health, safety, or welfare of the community~~

(Ord. 2004 02 § 1, 2004; Ord. 2004 01 § 1, 2004).

-17.40.070 Temporary Signs. Prohibited Signage.

The following signage shall be prohibited in all zones:

1. Signs visible from exterior areas of a building that are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement.
2. Signs which include strings of small lights around doors or windows.

3. Signs, displays or other installations that include balloons, streamers, or other similar notice-attracting features.

4. Inflatable signs.

5. Projecting signs.

Standards for Permitted Temporary Signs

Type of Sign	Number Allowed	Maximum Size	Maximum Letter Size	Location	Material	Information
Attachment 1						
Garage/Yard/Rummage/Estate Sale	One	Three square-feet	Three inches	——On private property where the sale is located ——Only during hours of sale not nailed to trees	Less than permanent material-allowed	N/A
Charitable Organization/Special Event	One per business	Three square-feet	Three inches	N/A	Less than permanent material-allowed	——Maximum display of 15 days ——Displayed four times a year ——Must be removed at end of event
Health, Safety, and Welfare	N/A	Minimum size needed	No limit	N/A	Less than permanent material-allowed	Minimum time-necessary
Construction	One per contractor, architect, or subcontractor	Per sign —three square feet Aggregate area —six square feet area	No limit	Private property	Permanent or less than permanent materials-allowed	Must have active building permit
Real Estate	One per property frontage	Three square-feet (excludes support base and sign riders)	Three inches	——Only on the private property that is for sale, exchange, or rent ——Refer to Note 1	Less than permanent material-allowed	——Limited to property that is for sale, lease, rent, or exchange ——Owner or agent name, address and telephone number ——Directions to property ——Brochure boxes are allowed
Real Estate Sign Riders	One per real estate sign	6" tall x 24" wide	No limit	——Only on private property that is for sale, exchange, or rent ——Refer to Note 1	Less than permanent material-allowed	——e.g., Condominiums; Do Not Disturb; By-Appointment Only; For Lease; For Rent; Sale or Lease; Sale Pending; Directions (if not on real estate sign); Features
Open House	One per property frontage	Three square-feet	No limit	——Only on the private property that is for sale, exchange, or rent ——Refer to Note 1	Less than permanent material-allowed	——Limited to open house, name of real estate company and directions to property ——Only during daylight hours

6. Signs located in such a manner to constitute a potential traffic hazard or obstruct the view of any authorized traffic sign or signal device, or designed to resemble or conflict with any authorized traffic control sign.

7. Signs emitting audible sounds.

8. Signs in the public right of way, except for signs posted by a federal, state, or local governmental entity with permission of the City.

Notes:

~~1. May be placed on public property only with issuance of an encroachment permit.~~

~~2. This permit will be authorized only when:~~

~~• Trees, shrubs or structures prevent the sign from being seen on private property;~~

~~• All signs shall be mounted on a four-inch by four-inch wooden post; and~~

~~• Sign location is to be determined by the Director.~~

~~(Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

17.40.080 Removal of Abandoned Signs.

A. Termination of Approved Applications. Approved applications for signs and brackets shall be considered null and void when any of the following conditions are found to exist:

1. The sign was not built or placed in strict compliance with the conditions of the approval.

2. The sign was not placed on the site, in the approved location, within 90 days from the date of approval and no extension of time has been granted by the Director.

~~3. The sign refers to a business that no longer exists, whose license has lapsed, whose business name has changed, or to which for any other reason the sign no longer applies.~~

B. Removal of Abandoned Commercial Signs. A sign may be deemed abandoned if, for a period of 90 days or more, the sign refers to a commercial use that no longer exists or a product or service which is no longer available at the premises where the sign is located, and the sign has remained in place or not been maintained to reflect a current commercial use.

Signs, ~~directories, menu boxes, take-away menu holders,~~ and supporting brackets abandoned due to a closing of a business, change in the business name, or for any other reason shall be removed by the permit holder and/or owner of the building or premises within 10 days from the date of the action that ~~caused the sign or supporting bracket to be~~ they are deemed abandoned by the Director. The Director's decision that a sign has been deemed abandoned ~~The Director shall determine when a sign or bracket is abandoned. The decision~~ shall be sent by certified mail to the permit holder at ~~his~~ their last known address and to the property owner as shown on the latest County Assessor's roll. ~~An appeal may be filed within five days of receipt of a written notice of the decision.~~ Said notice of decision shall include.

1. A general description of the sign or bracket;

2. That the reasonable costs of removal, as well as an administrative charge, may be assessed in accordance with local ordinance and placed as a lien on the property;

3. That the assessments can be avoided by removal of the sign or bracket within ~~72 hours~~ 10 days of the date of the notice;
4. That upon a finding of abandonment, written notification and removal of a sign located in the public right-of-way, the sign shall be held by the City for 15 days and then disposed of; and
5. Where the sign may be reclaimed prior to disposal ~~for an abandoned sign removed from the public right of way.~~

An appeal may be filed within ten days of receipt of a written notice of the decision in accordance with section 17.54.040. The cost of removal of an abandoned sign and administrative charge shall be determined by City Council resolution. ~~(Ord. 2004 02 § 1, 2004; Ord. 2004 01 § 1, 2004).~~

17.40.090 Noncommercial Uses.

Any sign authorized in this chapter is allowed to contain noncommercial copy in lieu of any other copy. Any non-commercial use operated in a commercial zone of the City shall be permitted the same amount of signage as applied to commercial uses under this code.

¹ ~~— Prior legislation: Code 1975 § 1303, Ords. 150 C.S., 76 12, 81 11, 82 7, 82 18, 83 25, 88 26, 91 8, 92 7, 93 28, 94 5 and 97 9.~~

~~— All materials and colors are subject to approval of the Director.~~

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption.

SECTION 5. Publication. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

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

ORDINANCE NO. 2021-XXXX

**AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE
CHAPTER 17.40 RELATING TO SIGNS.**

WHEREAS, to ensure the constitutionality of the City of Carmel-by-the-Sea Municipal Code related to signs, the City Council has determined it necessary to amend Chapter 17.40 of the municipal code regarding signs to remove restrictions on content as well as amendments to streamline the process for review of applications.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Review. The City Council exercises its independent judgement and finds that this ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

SECTION 2. Amendment of Chapter 17.40. Title 17, Chapter 17.40 of the Carmel-by-the-Sea Municipal Code is amended to read in its entirety as follows:

Chapter 17.40

SIGNS¹

Sections:

- 17.40.010 Purpose.
- 17.40.020 Permit Process.
- 17.40.030 Commercial Signage.
- 17.40.040 Interior Signs.
- 17.40.050 Temporary Commercial Signs.
- 17.40.060 Residential Signs.
- 17.40.070 Prohibited Signs.
- 17.40.080 Removal of Abandoned Signs.
- 17.40.090 Noncommercial Uses.

17.40.010 Purpose.

Signs are instrumental in maintaining the City of Carmel-by-the-Sea's village character. The City has no house numbering system so residents often place signs outside their homes for identification. Business signs typically are made of wood and are oriented toward the pedestrian rather than the automobile. These residential and business signs create a unique village environment, which encourages exploration and discovery.

This chapter establishes standards and guidelines to preserve and enhance the appearance of the community as a place in which to live and work. These standards and guidelines ensure that signage is used as identification and not as advertisement or a notice-attracting device. Furthermore, these standards prevent the installation of an excessive number of signs, avoid visual clutter and eliminate hazards to pedestrians and motorists brought about by distracting signs.

The sign standards also implement the following objectives and policies of the General Plan:

- O1-17: Maintain diligent control over signs and other advertising or notice-attracting facilities in order to avoid unsightly, bizarre, and/or out-of-scale visual impacts, including exterior lighting and lights from window displays.
- P1-53: Limit the use of unnecessary or unsightly design elements such as excessive numbers of signs, nonfunctional awnings, exterior displays, interior displays, and architectural contrivances used primarily as advertising or notice-attracting features visible from the public right-of-way.
- P1-54: Prohibit business signs incorporating lights, luminous or fluorescent paints, or movement.
- P1-55: Encourage the location of signs near the entrance to the businesses they serve.
- P1-56: Encourage business signs that are simple in graphic design, informative of the business use, and compatible in color and design with adjoining structures.

A sign may be erected, replaced, repainted, altered, relocated or maintained only in conformance with the standards and permit procedures of this chapter. The purpose and effect of this chapter is to:

- A. Establish a permit system to regulate signage in the business district and residential areas.
- B. Provide for temporary signs in limited circumstances on private property subject to the standards and permit procedures of this chapter.
- C. Prohibit signs determined by the City to contribute to visual blight and pose hazards to pedestrians and motorists, which shall include those signs visible from exterior areas accessible to pedestrians and which are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement or that include strings of small lights around doors or windows, as well as signs, displays or other installations that include balloons, streamers, or other notice-attracting features.

17.40.020 Permit Process.

- A. Administrative Approval. Upon submittal of an application, the permits for signage as set forth in Section 17.40.030 may be approved by the Director, unless exempt from permit requirements in this code. At least once each year the Director shall report to the Planning Commission on the signs that have been approved through the administrative process.
- B. Appeal. Denial of an administrative approval by the Director is subject to appeal to the Planning Commission in accordance with section 17.54.040.
- C. No Permit Required. The following signs on private property do not require a permit:
 - 1. Off-premises temporary signs in residential areas as permitted by California Civil Code Section 713, provided such signs do not exceed one per street frontage.
 - 2. Signs regulating parking, designating hazards or providing public safety warnings.
 - 3. Signs constructed, placed or maintained by a federal, state or local government agency with permission of the property owner.
 - 4. Signs that are specifically authorized or required to be constructed, placed or maintained by law, or as a condition of any regulatory permit.
 - 5. Temporary signs, provided that such signs are not permanently affixed to property, do not exceed one temporary sign per street frontage, and do not have a sign area greater than 12 square feet. During the period of 90 days preceding any general or special election, and continuing until 10 days after such election, more than one such sign may be displayed per street frontage.
 - 6. Signs described in sections 17.40.050 and 17.40.060.

17.40.030 Commercial District Signage.

A. Objectives. The primary objective of sign review is to implement the objectives and policies of the General Plan by maintaining the community's village character and natural beauty. To achieve this objective, signs in any commercial district or any commercially zoned property shall be:

1. Simple in design. Any graphic depictions should be in scale with sign text;
2. Oriented toward the pedestrian environment within the commercial district;
3. Compatible in design, color, size and scale to the business storefront and structure, in accordance with the Commercial Design Guidelines; and
4. Made of permanent and natural materials such as wood, wrought iron, ceramic or stone unless otherwise approved by the Planning Commission.

B. Types of Permitted Commercial Signage. Exterior signage in any commercial district shall be limited to:

1. An exterior wall sign which is attached to a wall or fascia and only one side of the sign is visible.
2. An exterior hanging sign which hangs from a bracket mounted to a wall or overhang. Both sides of the sign are typically visible to pedestrians and shall contain identical designs.
3. An exterior monument sign which is freestanding and separate from adjacent buildings. This type of sign is typically mounted on a post or a solid base.
4. A display box, which shall consist of a wall-mounted architectural element with an enclosed display case, not affixed to any door or window and located adjacent to an entryway, and not exceeding four square feet, of the type typically used to display menus or awards or similar items.
5. A box holder, not exceeding one square foot and not affixed to any door or window and located adjacent to an entryway, constructed of wood or basketry, of the type typically used to hold take-away menus or similar items.

C. Exterior Commercial Signs.

Standards for Administrative Approval of Exterior Commercial Signs	
Item	Standard
Maximum Number of Exterior Commercial Signs Per Parcel	(1) One exterior wall sign, exterior hanging sign, or monument sign, and (2) one display box, and (3) one box holder.

	For parcels with two or more commercial uses on the parcel, one additional sign shall be permitted in addition to the above, and may be used for any business directories, parcel identification, or other purposes.
Maximum Letter Size	Ten inches
Maximum Area (Hanging Sign)	Three square feet
Maximum Area (Wall/Monument Sign)	Six square feet
Location	<ul style="list-style-type: none">– As close as possible to building entrances in which the related business is located– Below eave or parapet line of buildings– Hanging signs shall not project more than 30" from face of building– Hanging signs shall maintain 7' vertical clearance from sidewalk for pedestrians as measured at the lowest point of the sign– Monument signs shall not be mounted higher than 3' from ground
Design	<ul style="list-style-type: none">– Simple in graphic design– Compatible in design, color, size and scale with business storefront, adjoining structures and surroundings– Any graphic or pictorial representations shall be in scale with the text on the sign
Material	Permanent, natural materials such as wood or lettering painted on glass, wrought iron, ceramic and stone unless otherwise approved by the Planning Commission

Note: Sign area shall be calculated as follows:

All faces of a multi-faced sign shall be included in the calculation of area except for a double-faced hanging or monument sign, in which case only one face shall be included.

For irregularly shaped signs, the area shall be that of the smallest rectangle that wholly contains the sign.

Brackets or other appurtenances, including sign riders, incorporating design elements that are descriptive or informative of the business or the commercial use will be included as part of the sign area.

E. Lighting of Exterior Signs. Businesses open to the public during hours of darkness shall be allowed exterior lighting for signs meeting the below standards during hours of operation. These lights shall be turned off when the business is closed each evening.

Standards for Sign Lighting		
Number	Type and Maximum Output	Design and Mounting
<ul style="list-style-type: none">– One per three square feet of sign area or <ul style="list-style-type: none">– One for each side of a double-faced hanging sign	<ul style="list-style-type: none">– Incandescent (25 watts)– Halogen (20 watts)	<ul style="list-style-type: none">– Small, bullet-type fixtures painted to match surroundings– Mounted to nearby building element (wall, eave, post, etc.) or incorporated into support bracket– Not designed or mounted so as to become part of the sign– Architecturally compatible with building or mounted to be recessed or shielded or otherwise not readily visible to pedestrians– Aimed directly toward sign but not toward eye level of pedestrian or vehicle traffic and shielded to the greatest extent feasible to prevent light emitting outside of the sign area.

F. Materials and Colors. All exterior signs must be constructed of durable materials that are compatible in appearance to the building supporting or identified by the sign. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity. All materials and colors are subject to approval of the Director.

G. Relationship to Buildings. Each sign located upon a site with more than one main building, such as a commercial, office or industrial complex must be designed to incorporate the materials common or similar to all buildings.

H. Relationship to Other Signs. Where there is more than one sign on a site or building, all permanent signs must have designs that similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

I. Construction. Every sign, and all parts, portions and materials thereof, must be manufactured, assembled and erected in compliance with all applicable state, federal and city regulations, including the city's building code and electrical code. Under no circumstances may a permanent sign have an exposed back.

J. Maintenance. Every sign and all parts, portions and materials must be maintained in good repair. The display surface of all signs must be kept clean, neatly painted, and free from rust, cracking, peeling, corrosion or other states of disrepair. This maintenance obligation includes the replacement of malfunctioning or burned out lamps, replacement of broken faces, repainting of rust, chipped or peeling structures or faces within fifteen days following written notification by the city. When there is a change or discontinuance of a business or occupancy such that a sign no longer represents a place of business or occupancy, the sign or the name of the prior business or occupant must be removed.

17.40.040 Commercial Interior Signs.

A. Commercial Interior Signs. Commercial interior signs are signs that are located wholly within the interior space of the commercial use on a commercially zoned parcel, but may be visible from exterior areas accessible to pedestrians, and are allowed without a permit provided that they meet the following standards. Commercial interior signs that do not meet these standards are prohibited.

Standards for Permitted Interior Signs					
	Number	Maximum Size (Each Sign)	Maximum Aggregate Area of	Maximum Letter Size	

			Signage		
Affixed to a window	Six	N/A	100 square inches	One inch	
0' – 5' from the storefront	Unlimited	One square foot	Two square feet	One inch	
5' or more beyond the storefront	Unlimited	N/A	Six square feet	Three inches	

17.40.050 Temporary Commercial Signage

A. The following signage shall be permitted while a permanent exterior sign is being made or is awaiting City review.

Number	Maximum Size	Removal	
One	Three square feet	Shall be removed within 30 days of being erected, unless an extension is approved by the Director	

B. Materials and Colors. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity.

C. Relationship to Other Signs. Where there is more than one sign on a site or building, temporary signage shall similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

17.40.060 Residential Zones.

A. Residential Zones. Permanent signs in residential zones shall be permitted, provided that signage does not exceed one sign per parcel and total sign area does not exceed two square feet.

17.40.070 Prohibited Signage.

The following signage shall be prohibited in all zones:

1. Signs visible from exterior areas of a building that are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement.
2. Signs which include strings of small lights around doors or windows.
3. Signs, displays or other installations that include balloons, streamers, or other similar notice-attracting features.
4. Inflatable signs.
5. Projecting signs.
6. Signs located in such a manner to constitute a potential traffic hazard or obstruct the view of any authorized traffic sign or signal device, or designed to resemble or conflict with any authorized traffic control sign.
7. Signs emitting audible sounds.
8. Signs in the public right of way, except for signs posted by a federal, state, or local governmental entity with permission of the City.

17.40.080 Removal of Abandoned Signs.

A. Termination of Approved Applications. Approved applications for signs and brackets shall be considered null and void when any of the following conditions are found to exist:

1. The sign was not built or placed in strict compliance with the conditions of the approval.
2. The sign was not placed on the site, in the approved location, within 90 days from the date of approval and no extension of time has been granted by the Director.
- 3.

B. Removal of Abandoned Commercial Signs. A sign may be deemed abandoned if, for a period of 90 days or more, the sign refers to a commercial use that no longer exists or a product or service which is no longer available at the premises where the sign is located, and the sign has remained in place or not been maintained to reflect a current commercial use.

Signs and supporting brackets abandoned due to a closing of a business, change in the business name, or for any other reason shall be removed by the permit holder and/or owner of the building or premises within 10 days from the date of the action that they are deemed abandoned by the Director. The Director's decision that a sign has been deemed abandoned shall be sent by certified mail to the permit holder at the last known address and to the property owner as shown on the latest County Assessor's roll. Said notice of decision shall include.

1. A general description of the sign or bracket;

2. That the reasonable costs of removal, as well as an administrative charge, may be assessed in accordance with local ordinance and placed as a lien on the property;
3. That the assessments can be avoided by removal of the sign or bracket within 10 days of the date of the notice;
4. That upon a finding of abandonment, written notification and removal of a sign located in the public right-of-way, the sign shall be held by the City for 15 days and then disposed of; and
5. Where the sign may be reclaimed prior to disposal.

An appeal may be filed within ten days of receipt of a written notice of the decision in accordance with section 17.54.040. The cost of removal of an abandoned sign and administrative charge shall be determined by City Council resolution.

17.40.090 Noncommercial Uses.

Any sign authorized in this chapter is allowed to contain noncommercial copy in lieu of any other copy. Any non-commercial use operated in a commercial zone of the City shall be permitted the same amount of signage as applied to commercial uses under this code.

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption.

SECTION 5. Publication. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



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

October 5, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of extending the mandatory removal date for temporary parklets and temporary outdoor seating beyond October 12th, 2021

RECOMMENDATION:

Provide direction regarding an extension of the mandatory removal date for temporary parklets and outdoor seating past October 12th, 2021

BACKGROUND/SUMMARY:

Executive summary:

The Council is being asked to consider whether to approve a further extension of the mandatory removal date (currently October 12th) for all temporary restaurant parklets and outdoor seating for wine tasting shops. This extension can be considered under the City's active Proclamation of the Existence of a Local Emergency.

Discussion:

On September 7th, 2021, the City Council considered whether to extend the mandatory removal date of September 12th for all temporary restaurant parklets and outdoor seating for wine tasting shops. Council also considered the imposition of a monthly rental fee for the use of individual parking spaces. Ultimately, the Council acted to extend the mandatory removal date for restaurant parklets by 30-days to October 12th, and require an \$842 per parking space rental fee for any restaurant choosing to keep their parklet during that period. This fee was made due by 5:00pm on September 13th. This decision also included a 30-day extension of the allowance for wine tasting shops to use their private outdoor spaces to serve wine. Wine tasting shops however were not allowed to rebuild their parklets.

At the time of the September 7th City Council meeting, there were 33 restaurant parklets remaining in the Village. In the period between September 7th and 5:00pm on September 13th, seven (7) businesses chose to remove their parklets from the street, ultimately leaving a total of 26 restaurant parklets in the Village. All 26 of the remaining parklet operators paid their rental fee to the City on time.

As part of the direction received to extend the mandatory removal date, staff was asked to bring this item back to the next regular meeting date of October 5th so that the Council could consider whether or not to approve another 30-day extension. With this in mind, staff is seeking the following direction from Council:

1. Should the mandatory restaurant parklet removal date of October 12th, 2021 be extended? If yes:
 - How long should the extension be?
 - Should this extension include allowing wine tasting shops to continue operating outdoors in private space?
 - Should wine tasting shops be allowed to apply for and re-construct parklets in the public right-of-way?
 - If restaurants which had approved parklets removed them, should they be allowed to apply and re-construct those parklets in the right-of-way?

FISCAL IMPACT:

Encroachment Permits and Design Review permits associated with outdoor seating were originally issued as “no-fee” permits. Costs associated with staff time to manage and enforce the outdoor seating program have been covered by the General Fund to date. “Rental fees” collected for the month of September totaled \$40,416, which goes directly into the General Fund, and can be utilized for costs supported by that account, including additional code compliance efforts (staff overtime or contract support) to ensure any impacts associated with outdoor dining and wine tasting are minimized to the greatest extent feasible.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



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

October 5, 2021
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie Waffle, AiCP, Senior Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a request to declare Exempt Surplus Right-of-Way and Vacating 1,103.15 square feet of Public Land across two legal lots located on the north side of 8th Avenue between Junipero and Mission

RECOMMENDATION:

Consider a request from Thomas Fountain to declare exempt surplus right-of-way and vacate 1,103.15 square feet of public land on the north side of 8th Avenue between Junipero Avenue and Mission Street in the Residential and Limited Commercial (RC) District and provide direction to staff.

BACKGROUND/SUMMARY:

Executive Summary:

Mr. Thomas Fountain has requested the City consider abandonment of approximately 1,100 square feet of right-of-way along 8th Avenue in front of his two adjacent lots to facilitate development of two market rate residential units. Pursuant to State Law, this request for abandonment must be considered by the local legislative body (i.e.: City Council). If Council is inclined to grant the request, staff would return at the next hearing with a draft resolution for Council to consider along with any directed conditions or modifications for adoption. If the Council is not inclined to grant the request, this decision would be final.

Background/Project Description

Mr. Thomas Fountain owns two parcels of land on 8th Avenue. The first parcel, which is located at the northwest corner of Junipero and 8th Avenues is 3,000 square feet in size and is developed with a single-family dwelling. The second parcel is a 2,000 square-foot vacant lot located two northwest of Junipero Avenue.

Mr. Fountain's existing single-family residence was constructed on the south property line, which sits at the top of a banked hillside approximately 8-10 feet above and directly adjacent to 8th Avenue. The public right-of-way provides the only open space on the south side of the home. This resulted in privacy impacts as people walked along the top of the bank just outside Mr. Fountain's window to traverse down 8th Avenue. To mitigate the privacy impacts, Mr. Fountain previously obtained approval from the City to install a fence in the public right-of-way, which provides 463.15 square feet of fenced-in open space along the side of his residence and prevents pedestrian traffic on the north side of the street. On the south side of 8th Avenue, there is an improved dirt walk path that connects from Junipero Avenue down to Mission Street.

Mr. Fountain also owns the adjacent vacant lot directly to the west of his single-family home and, over the past five years, has sought to develop the property with two residential units. Due to the lot size, and based on the zoning (Residential and Limited Commercial), there are two options for development. The first option would be a mixed use project with one (1) single family residence and one (1) commercial space. The second option would be two (2) single family residences, however the Municipal Code would require that one of the units be deed restricted to be affordable. The applicant has stated that a project which includes one deed restricted affordable unit and one market rate unit is not economically viable, and therefore would not be a feasible project for him to undertake.

On June 16, 2021, Anthony Lombardo, representing Mr. Fountain, requested via email the official abandonment of the area in front of the two subject lots (Attachments 1 and 2). According to Mr. Lombardo's email, the abandonment is requested to serve two main purposes. First, to ensure the City does not revoke the privilege of having the fence and private open space at some point in the future. And second, given his desire to construct two (2) dwelling units, Mr. Fountain needs the abandonment of the 640 square feet of public right-of-way directly in front of the vacant parcel in order to conform to density requirements in City code and not have to deed restrict one of the units as affordable. This additional land would increase the total square footage of the vacant lot to an amount that would allow two (2) market rate single family dwelling units to be constructed.

The total amount of right-of-way requested to be abandoned between the two parcels is 1,103.15 square feet. Mr. Fountain asked Mr. Doug Steiny with Sotheby's International Realty to provide his professional opinion regarding the valuation of the proposed abandoned right-of-way. Mr. Steiny's analysis is included in a letter dated June 30, 2021 (Attachment 3). Based on this analysis, Mr. Steiny concluded that the value of the right-of-way is \$78 per square foot, or \$86,045.70. Mr. Fountain is offering this amount in exchange for the requested abandonment.

Analysis

On March 7, 1902, a map of Carmel-By-The-Sea was filed in the records of Monterey County by Frank H. Powers, and the streets were offered to the public for public use upon acceptance by the local governing body. 8th Avenue is shown on the 1902 map as a 50-foot wide street. According to Table 1.3 in the General Plan Land Use and Community Character Element, there are approximately 178.3 acres of roads and public rights-of-way in the City. The General Plan discourages overbuilding city streets through excessive widening or unnecessary realignments that might make Carmel streets appear more broad, straight, or urban. Additionally, narrow roadways and roadside vegetation help slow traffic and, if appropriately designed, can make the City's streets safer for pedestrians. The 50-foot wide right-of-way along 8th Avenue between Junipero Avenue and Mission Street is an irregular, asphalt roadway between 18'-10" and 26'-1" wide. The south side of the street contains public parking, a dirt pathway, and public trees. The north side of the road includes a berm and maintains a natural, forested edge with public trees. There is currently no on-street parking on the north side of the street. If Council is inclined to grant the request for abandonment, staff would recommend including a requirement that a deed restriction be recoded to prevent future development in the abandoned right-of-way space, and that setbacks be maintained from the original property lines. This condition would help to keep the forested edge of the street in the future.

Regulatory Considerations

Before the City can vacate the right-of-way, it must declare the land as surplus in accordance with the Surplus Land Act. Surplus land is defined as land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring the land to be surplus and not necessary for a local agency's use. Land must be declared surplus or exempt surplus before taking action to dispose of it. The property in question along the north side of 8th Avenue could qualify as exempt surplus land that is a former street, right of way, or easement conveyed to an owner of adjacent property. Streets and Highways

Code Sections 8320-8325 of California Law set the general procedures for abandonment. Section 8320.2 states that a local legislative body of a local agency may initiate a proceeding to vacate public right-of-way upon "Upon a petition or request of an interested person". As previously mentioned, on June 16, 2021, Lombardo & Associates, on behalf of Thomas Fountain, submitted a request for the abandonment of right-of-way adjacent to Mr. Fountain's two properties on 8th Avenue (APN 010-087-019 and 010-087-020). This email initiated the action to bring this request to the City Council for consideration.

Notice of the hearing on a proposed vacation is required to be published for at least two successive weeks before the hearing in a local newspaper. Additionally, a minimum of three notices not more than 300 feet apart shall be posted along the line of the area to be vacated at least two weeks before the hearing. Notice of this hearing was published in the Carmel Pine Cone on September 17 and September 24. Additionally, staff posted three public notices on the north side of 8th Avenue.

If the City Council finds that the right-of-way area is unnecessary for present or prospective public use, and therefore is inclined to grant the request for abandonment, staff would return at a future meeting with a resolution for Council to consider adopting which would vacate the area and set conditions that must be satisfied prior to the recordation of the vacation. The City Clerk would then submit a certified copy of the vacation resolution to the Monterey County Recorder for recordation. Once recorded, the vacation would be complete.

If the City Council finds that the right-of-way is necessary for present or prospective public use, and therefore is not inclined to grant the request for abandonment, that decision would be final.

FISCAL IMPACT:

If the Council was inclined to grant this request, the City would receive payment from Mr. Thomas Fountain for the estimated value of the land to be abandoned in the amount of \$86,045.70, which would go into the General Fund.

PRIOR CITY COUNCIL ACTION:

The City Council considered a right-of-way abandonment in exchange for a sidewalk on April 2, 2019, but no action was taken.

ATTACHMENTS:

- Attachment 1 - Legal Description and Plat for Abandonment #1
- Attachment 2 - Legal Description and Plat for Abandonment #2
- Attachment 3 - Sotheby's International Realty Letter dated June 30, 2021



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #1

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving the northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 0.66 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running southwesterly and westerly along said sidewalk inside edge
- 2) Southwesterly 5.16 feet along the arc of a circular curve to the left, the center which bears S 25° 14' 15" E, 10.00 feet distant, through a central angle of 29° 32' 43"; thence
- 3) S 35° 13' 02" W, 2.45 feet; thence
- 4) Southwesterly 8.12 feet along the arc of a circular curve to the right, the center which bears N 54° 46' 58" W, 10.00 feet distant, through a central angle of 46° 30' 23"; thence
- 5) S 81° 43' 26" W, 5.29 feet; thence
- 6) Westerly 22.83 feet along the arc of a circular curve to the right, the center which bears N 8° 16' 34" W, 295.75 feet distant, through a central angle of 4° 25' 21"; thence
- 7) S 86° 08' 47" W, 5.14 feet; thence
- 8) Westerly 1.58 feet along the arc of a circular curve to the right, the center which bears N 3° 51' 13" W, 295.75 feet distant, through a central angle of 0° 18' 23"; thence leaving said sidewalk inside edge and running
- 9) N 1° 45' 00" W, 12.25 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue; thence running along said northerly Right-of-Way line
- 10) N 88° 15' 00" E, 47.06 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #1 containing 463.15 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit “B”** attached hereto and by this reference being a part hereof

END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature _____

Date 7/26/21





JUNIPERO AVENUE
(A 100' WIDE CITY STREET)

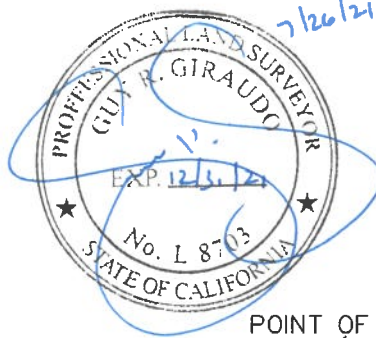
A.P.N. 010-087-019
(3,000 SQ.FT.)

(26 S 78)

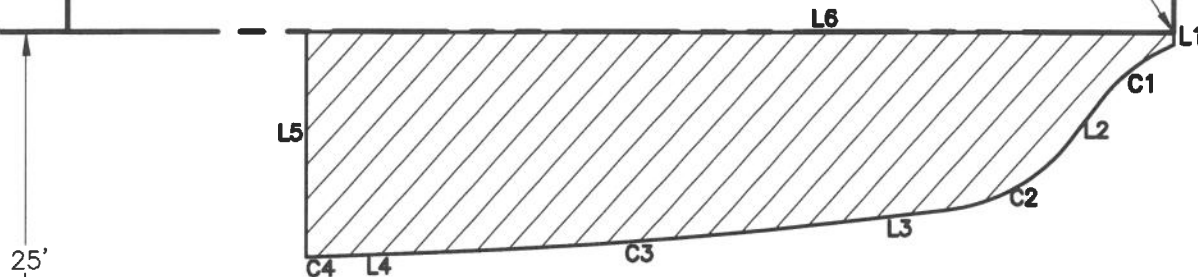
CURVE & LINE TABLES

CURVE #	DELTA	RADIUS	LENGTH
C1	29°32'43"	10.00'	5.16'
C2	46°30'23"	10.00'	8.12'
C3	4°25'21"	295.75'	22.83'
C4	0°18'23"	295.75'	1.58'

LINE #	BEARING	DISTANCE
L1	S 01°45'00" E	0.66'
L2	S 35°13'02" W	2.45'
L3	S 81°43'26" W	5.29'
L4	S 86°08'47" W	5.14'
L5	N 01°45'00" W	12.25'
L6	N 88°15'00" E	47.06'



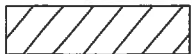
POINT OF BEGINNING
(P.O.B.)
SE COR. BLOCK 89



EIGHTH AVENUE
(A 50' WIDE CITY STREET)

TO MISSION ST.

STREET CENTER LINE



AREA OF RIGHT-OF-WAY ABANDONMENT # 1

PROPERTY BOUNDARY

EXHIBIT "B"

DESCRIPTION PLAT

OF
RIGHT-OF-WAY ABANDONMENT
EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA

FOR
MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: JULY 2021

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #2

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at point lying on the northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 47.06 feet from the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving said northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 12.25 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running westerly along said sidewalk inside edge
- 2) Westerly 23.26 feet along the arc of a circular curve to the right, the center which bears N 3° 32' 51" W, 295.75 feet distant, through a central angle of 4° 30' 19"; thence
- 3) N 89° 02' 32" W, 6.00 feet; thence
- 4) S 87° 38' 40" W, 23.70 feet; thence leaving said sidewalk inside edge and running
- 5) N 1° 45' 00" W, 12.04 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 100.00 feet from said southeasterly corner of Block 89; thence running along said northerly Right-of-Way line
- 6) N 88° 15' 00" E, 52.94 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #2 containing 640.00 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit "B"** attached hereto and by this reference being a part hereof

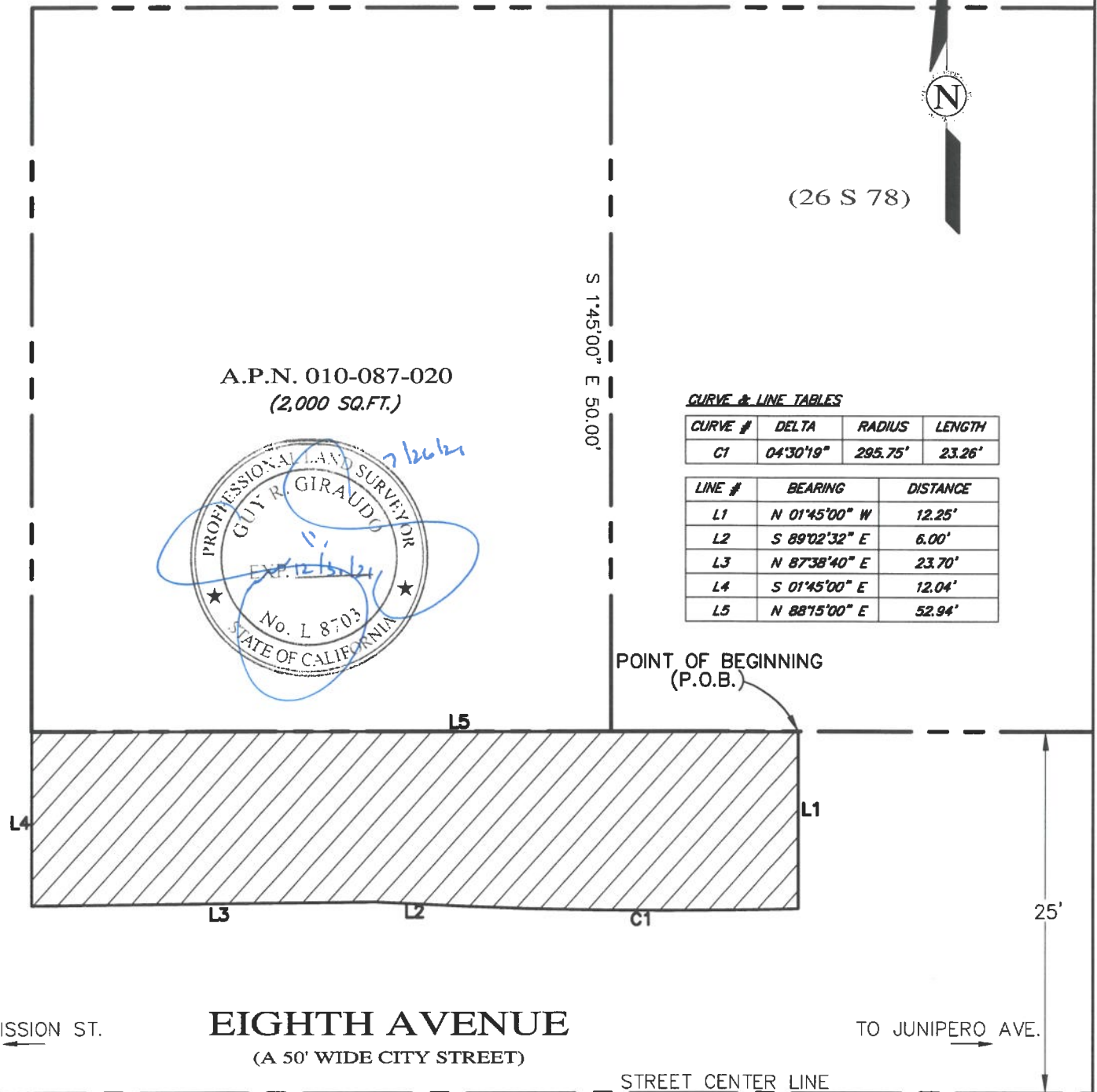
END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature _____

Date 7/26/21



**DESCRIPTION PLAT**

OF
RIGHT-OF-WAY ABANDONMENT
EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA

FOR
MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: JULY 2021

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

Sotheby's
INTERNATIONAL REALTY

June 30, 2021

3775 Via Nona Marie
Suite 100
Carmel, CA 93923
831.624.1566

Brandon Swanson
City Manager
City of Carmel
PO Box CC
Carmel-by-the-Sea, CA 93921

Re: 8th and Junipero

Dear Brandon:

Thomas Fountain, the owner of the property located at 8th and Junipero, asked me to provide my opinion regarding the valuation of the portion of the City's right of way that is proposed to be abandoned and added to Mr. Fountain's lot.

It is my understanding that the abandoned portion of the right of way will be restricted by the City so that Mr. Fountain and his successors in interest will not be able to build any new structures, additions to his home, or construction of any kind in that area, and that it will be retained in open space by the owner. It is my further understanding that the additional square footage added to the lot will not be able to be applied to the FAR/site coverage calculations for the lot.

To determine the value of the area to be abandoned, I identified two recent comparable sales of vacant lots located in the City limits:

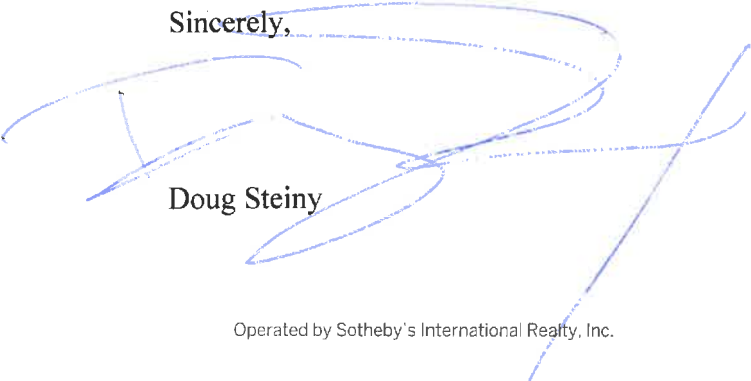
- 1) Carpenter St. (APN 010-033-005) sold for \$650,000 on July 27, 2020. That lot is 4,000 square feet, which brings the price per square foot of this vacant lot comes out to about \$163.
- 2) 2nd Avenue (APN 010-021-022) sold for \$595,000 on February 20, 2019. That lot is 4,000 square feet which brings the price per square foot of that vacant lot to about \$149.

The average price per square foot for these comparables comes out to \$156.00. The major difference between these sales and the right-of-way to be abandoned is the obvious fact that the Carpenter and 2nd Avenue lots appear to be fully developable whereas the abandoned area will be restricted so that no development can occur there. Due to these restrictions, I estimate an approximate 50% reduction in the value of the area in question, for a valuation of about \$78/square foot.

The total area of the City's right of way to be abandoned and added to Mr. Fountain's lot is 1,103 square feet. Applying the valuation from the comparable sale on Carpenter (with the 50% reduction in value as described above), I would estimate the portion of the right of way to be abandoned to be worth approximately **\$86,034.00**.

Please let me know if you have any questions.

Sincerely,



Doug Steiny



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

October 5, 2021
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Correspondence and documents received after posting of agenda

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Correspondence 10.5.21



Fw: ++ Questions ++ 8th Avenue between Mission St and Junipero Avenue

1 message

'steve dallas' via cityclerk <cityclerk@ci.carmel.ca.us>

Tue, Sep 28, 2021 at 3:44 PM

Reply-To: steve dallas <sgdallas@yahoo.com>

To: Brandon Swanson <bswanson@ci.carmel.ca.us>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>

Cc: Britt Avrit <cityclerk@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>, Steve Dallas <sgdallas@yahoo.com>

Brandon and Marnie

If you could Please add this correspondence to the City council packet including attachments

steve

----- Forwarded Message -----

From: Brandon Swanson <bswanson@ci.carmel.ca.us>

To: steve dallas <sgdallas@yahoo.com>

Cc: Marnie R. Waffle <mwaffle@ci.carmel.ca.us>; Britt Avrit <cityclerk@ci.carmel.ca.us>; Ashlee Wright <awright@ci.carmel.ca.us>; Robert Harary <rharary@ci.carmel.ca.us>; Paul Tomasi <ptomasi@ci.carmel.ca.us>; Chip Rerig <crerig@ci.carmel.ca.us>

Sent: Monday, September 27, 2021, 02:53:42 PM PDT

Subject: Re: ++ Questions ++ 8th Avenue between Mission St and Junipero Avenue

Mayor Dallas,

Sections 8320-8325 of California Law set the general procedures for abandonment. Section 8320.2 states that a local legislative body of a local agency may initiate a proceeding to vacate public right-of-way upon "Upon a petition or request of an interested person". On June 16, 2021, Lombardo & Associates, on behalf of Thomas Fountain, submitted a request for the abandonment of right-of-way adjacent to Mr. Fountain's two properties on 8th Avenue (APN 010-087-019 and 010-087-020). Pursuant to California Law, we are bringing this request to the City Council for consideration. I have attached the email that Mr. Lombardo was asked to send to make his request in writing. Also, I have included a link to the State Law sections that I referenced for your convenience:

Link to CA Law: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=SHC&division=9.&title=&part=3.&chapter=3.&article=

Please let me know if you have any other questions,

-Brandon

Brandon Swanson [he, him, his]
Director, Community Planning and Building
City of Carmel-by-the-Sea
(831) 620-2024



Please take our Customer Satisfaction Survey at:

<https://www.surveymonkey.com/r/3L9PWYB>

On Mon, Sep 27, 2021 at 10:58 AM steve dallas <sgdallas@yahoo.com> wrote:

Good Monday Morning Brandon and Marnie,

The last time any item dealing with the northside of 8th Avenue between Mission St and Junipero Avenue was on a city council agenda was January 8, 2019. At that time, it was before the Council for a matter regarding trees AND THE CONSTRUCTION OF A PUBLIC SIDEWALK.

According to the legal notice in the Pine Cone on Friday, September 24, 2021, the Council will consider a proposal to declare the ROW on 8th Avenue in the aforementioned location as surplus. What happened?

How did the surplus property matter get onto the October 2021 Council agenda?

Who requested it be on the agenda?

Is there correspondence or an application from a person, corporation, attorney, agent, city staff member, councilmember, planning commissioner, etc. making this request?

Please advise.

Thank you for your time,
Steve Dallas

Dear Brandon:

I'm following up on our recent conversations regarding the abandonment of surplus right of way on 8th Avenue. Enclosed is information that you have requested regarding the proposed right of way abandonment. I've enclosed 2 legal descriptions of the proposed abandonment. The first is the majority of the area along the side yard of the Fountains' home along 8th Avenue which is roughly the area of the existing Fountain "side yard" for which the City issued an encroachment permit to the developer of the Fountains' home. The second includes the area in front of the small vacant lot on which the Fountains would like to construct a couple of apartment units.

As you can see, these descriptions were prepared as a part of a prior application to construct a sidewalk along 8th Avenue which the Fountains had been told by prior City staff and City Council, they had to construct in order to obtain approval to develop their vacant lot and purchase their "side yard". You can ignore the improvements shown on these exhibits, I am sending them only to calculate the area to be abandoned.

The area illustrated on these plans of abandonment totals 1103.15 square feet. Based on the analysis that we did when this proposal was submitted, the value of vacant land was \$158.75 a square foot. This brings the total value of the abandoned property to \$175,125.06 assuming that this surplus right of way was valued as equivalent to buildable property in the City, which of course it is not.

As we have discussed, we are requesting this abandonment to resolve the prior threats of revocation of the encroachment permit for the side yard of the Fountains' home and to allow them to build a couple of small residential units on the vacant lot which the City has previously stated it wishes to encourage. We respectfully request that you place the abandonment request on the soonest available City Council agenda. The abandonment will not involve the construction of a sidewalk or the removal of any trees. The existing path on the north side of 8th Street will remain exactly as it is today as will the side yard of the Fountains'

home and allow the Fountains to proceed with the development of the vacant parcel with the design previously directed by the City Council. Attachment 1

Please let me know if you need anything else from us and the applicant.

Sincerely,

Anthony Lombardo

ANTHONY LOMBARDO & ASSOCIATES

A Professional Corporation

[144 W. Gabilan Street](#)

[Salinas, CA 93901](#)

Phone [\(831\) 751-2330](#)

Fax [\(831\) 751-2331](#)

Email tony@alombardolaw.com

PRIVILEGED & CONFIDENTIAL -- ATTORNEY CLIENT PRIVILEGE -- ATTORNEY WORK PRODUCT

The information contained in this electronic transmission is legally privileged and confidential, and it is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, please take notice that any form of dissemination, distribution or photocopying of this electronic transmission is strictly prohibited. If you have received this electronic transmission in error, please immediately contact Anthony Lombardo at [\(831\) 751-2330](#) or tony@alombardolaw.com and immediately delete the electronic transmission.

----- Forwarded message -----

From: Tony Lombardo <tony@alombardolaw.com>

To: Brandon Swanson <bswanson@ci.carmel.ca.us>

Cc: "Chip Rerig" <crerig@ci.carmel.ca.us>, "Tom Fountain" <fountain@cs.stanford.edu>

Bcc:

Date: Wed, 16 Jun 2021 11:29:20 -0700

Subject: Regarding Abandonment of 8th Avenue Right of Way

Dear Brandon:

I'm following up on our recent conversations regarding the abandonment of surplus right of way on 8th Avenue. Enclosed is information that you have requested regarding the proposed right of way abandonment. I've enclosed 2 legal descriptions of the proposed abandonment. The first is the majority of the area along the side yard of the Fountains' home along 8th Avenue which is roughly the area of the existing Fountain "side yard" for which the City issued an encroachment permit to the developer of the Fountains' home. The second includes the area in front of the small vacant lot on which the Fountains would like to construct a couple of apartment units.

As you can see, these descriptions were prepared as a part of a prior application to construct a sidewalk along 8th Avenue which the Fountains had been told by prior City staff and City Council, they had to construct in order to obtain approval to develop their vacant lot and purchase their “side yard”. You can ignore the improvements shown on these exhibits, I am sending them only to calculate the area to be abandoned.

The area illustrated on these plans of abandonment totals 1103.15 square feet. Based on the analysis that we did when this proposal was submitted, the value of vacant land was \$158.75 a square foot. This brings the total value of the abandoned property to \$175,125.06 assuming that this surplus right of way was valued as equivalent to buildable property in the City, which of course it is not.

As we have discussed, we are requesting this abandonment to resolve the prior threats of revocation of the encroachment permit for the side yard of the Fountains’ home and to allow them to build a couple of small residential units on the vacant lot which the City has previously stated it wishes to encourage. We respectfully request that you place the abandonment request on the soonest available City Council agenda. The abandonment will not involve the construction of a sidewalk or the removal of any trees. The existing path on the north side of 8th Street will remain exactly as it is today as will the side yard of the Fountains’ home and allow the Fountains to proceed with the development of the vacant parcel with the design previously directed by the City Council.

Please let me know if you need anything else from us and the applicant.

Sincerely,

Anthony Lombardo

ANTHONY LOMBARDO & ASSOCIATES

A Professional Corporation

144 W. Gabilan Street

Salinas, CA 93901

Phone (831) 751-2330

Fax (831) 751-2331

Email tony@alombardolaw.com

PRIVILEGED & CONFIDENTIAL -- ATTORNEY CLIENT PRIVILEGE -- ATTORNEY WORK PRODUCT

The information contained in this electronic transmission is legally privileged and confidential, and it is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, please take notice that any form of dissemination, distribution or photocopying of this electronic transmission is strictly prohibited. If you have received this electronic transmission in error, please immediately contact Anthony Lombardo at (831) 751-2330 or tony@alombardolaw.com and immediately delete the electronic transmission.

3 attachments



ROW ABANDONMENT _1 - REVISED.pdf
1057K



ROW ABANDONMENT _2 - REVISED.pdf
1018K



Regarding Abandonment of 8th Avenue Right of Way.eml
2859K

From: Tony Lombardo <tony@alombardolaw.com>
Sent: Wednesday, June 16, 2021 11:29 AM
To: Brandon Swanson
Cc: 'Chip Rerig'; 'Tom Fountain'
Subject: Regarding Abandonment of 8th Avenue Right of Way
Attachments: ROW ABANDONMENT _1 - REVISED.pdf; ROW ABANDONMENT _2 - REVISED.pdf

Dear Brandon:

I'm following up on our recent conversations regarding the abandonment of surplus right of way on 8th Avenue. Enclosed is information that you have requested regarding the proposed right of way abandonment. I've enclosed 2 legal descriptions of the proposed abandonment. The first is the majority of the area along the side yard of the Fountains' home along 8th Avenue which is roughly the area of the existing Fountain "side yard" for which the City issued an encroachment permit to the developer of the Fountains' home. The second includes the area in front of the small vacant lot on which the Fountains would like to construct a couple of apartment units.

As you can see, these descriptions were prepared as a part of a prior application to construct a sidewalk along 8th Avenue which the Fountains had been told by prior City staff and City Council, they had to construct in order to obtain approval to develop their vacant lot and purchase their "side yard". You can ignore the improvements shown on these exhibits, I am sending them only to calculate the area to be abandoned.

The area illustrated on these plans of abandonment totals 1103.15 square feet. Based on the analysis that we did when this proposal was submitted, the value of vacant land was \$158.75 a square foot. This brings the total value of the abandoned property to \$175,125.06 assuming that this surplus right of way was valued as equivalent to buildable property in the City, which of course it is not.

As we have discussed, we are requesting this abandonment to resolve the prior threats of revocation of the encroachment permit for the side yard of the Fountains' home and to allow them to build a couple of small residential units on the vacant lot which the City has previously stated it wishes to encourage. We respectfully request that you place the abandonment request on the soonest available City Council agenda. The abandonment will not involve the construction of a sidewalk or the removal of any trees. The existing path on the north side of 8th Street will remain exactly as it is today as will the side yard of the Fountains' home and allow the Fountains to proceed with the development of the vacant parcel with the design previously directed by the City Council.

Please let me know if you need anything else from us and the applicant.

Sincerely,

Anthony Lombardo
ANTHONY LOMBARDO & ASSOCIATES
A Professional Corporation
144 W. Gabilan Street
[Salinas, CA 93901](#)
Phone [\(831\) 751-2330](#)
Fax [\(831\) 751-2331](#)

PRIVILEGED & CONFIDENTIAL -- ATTORNEY CLIENT PRIVILEGE -- ATTORNEY WORK PRODUCT

The information contained in this electronic transmission is legally privileged and confidential, and it is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, please take notice that any form of dissemination, distribution or photocopying of this electronic transmission is strictly prohibited. If you have received this electronic transmission in error, please immediately contact Anthony Lombardo at [\(831\) 751-2330](tel:(831)751-2330) or tony@alombardolaw.com and immediately delete the electronic transmission.



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #1

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving the northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 0.66 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running southwesterly and westerly along said sidewalk inside edge
- 2) Southwesterly 5.16 feet along the arc of a circular curve to the left, the center which bears S 25° 14' 15" E, 10.00 feet distant, through a central angle of 29° 32' 43"; thence
- 3) S 35° 13' 02" W, 2.45 feet; thence
- 4) Southwesterly 8.12 feet along the arc of a circular curve to the right, the center which bears N 54° 46' 58" W, 10.00 feet distant, through a central angle of 46° 30' 23"; thence
- 5) S 81° 43' 26" W, 5.29 feet; thence
- 6) Westerly 22.83 feet along the arc of a circular curve to the right, the center which bears N 8° 16' 34" W, 295.75 feet distant, through a central angle of 4° 25' 21"; thence
- 7) S 86° 08' 47" W, 5.14 feet; thence
- 8) Westerly 1.58 feet along the arc of a circular curve to the right, the center which bears N 3° 51' 13" W, 295.75 feet distant, through a central angle of 0° 18' 23"; thence leaving said sidewalk inside edge and running
- 9) N 1° 45' 00" W, 12.25 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue; thence running along said northerly Right-of-Way line
- 10) N 88° 15' 00" E, 47.06 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #1 containing 463.15 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit “B”** attached hereto and by this reference being a part hereof

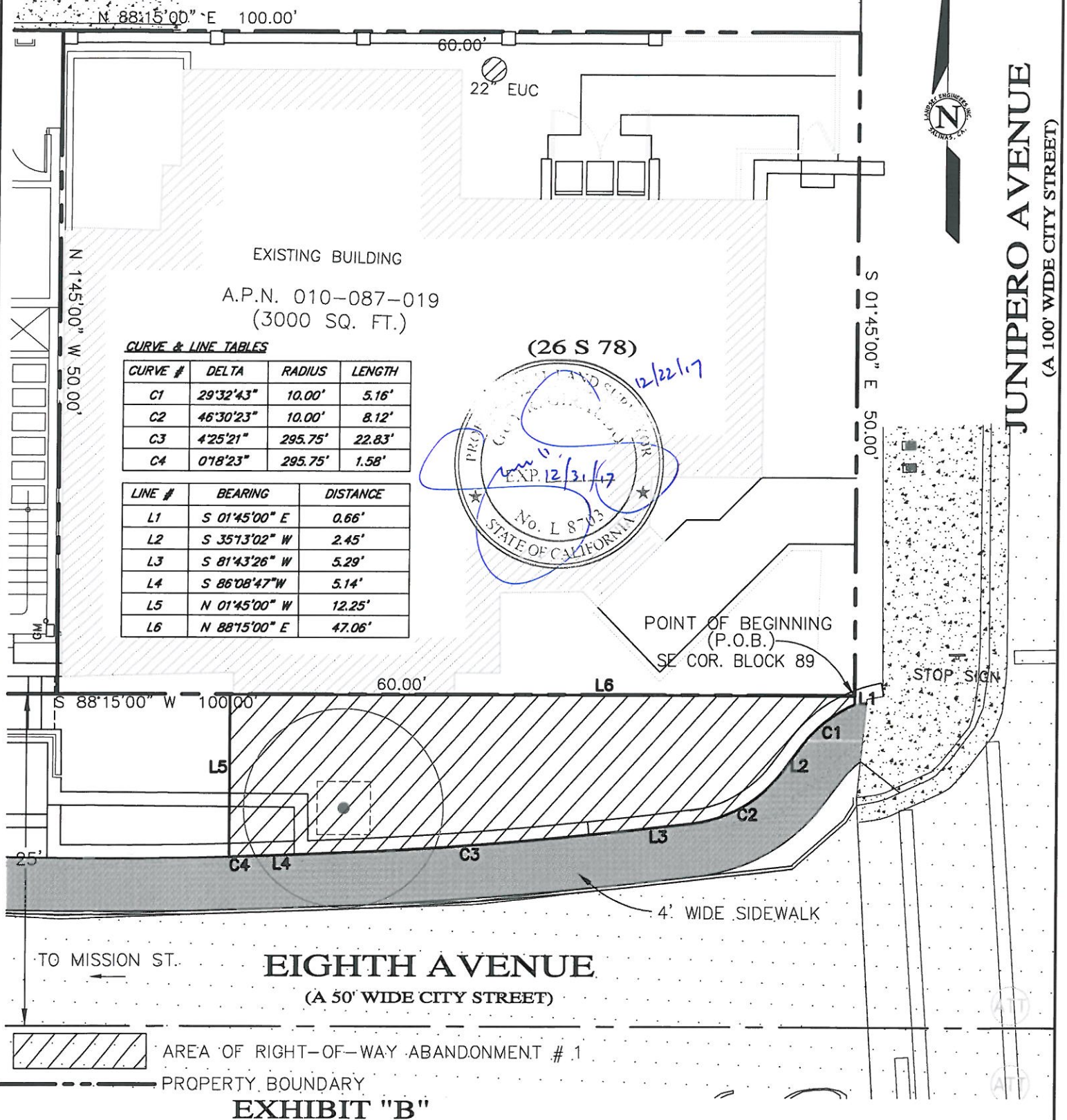
END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature _____

Date 12/22/17





DESCRIPTION PLAT OF RIGHT-OF-WAY ABANDONMENT EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA
FOR

MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: DECEMBER 2017

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #2

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at point lying on the northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 47.06 feet from the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving said northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 12.25 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running westerly along said sidewalk inside edge
- 2) Westerly 23.26 feet along the arc of a circular curve to the right, the center which bears N 3° 32' 51" W, 295.75 feet distant, through a central angle of 4° 30' 19"; thence
- 3) N 89° 02' 32" W, 6.00 feet; thence
- 4) S 87° 38' 40" W, 23.70 feet; thence leaving said sidewalk inside edge and running
- 5) N 1° 45' 00" W, 12.04 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 100.00 feet from said southeasterly corner of Block 89; thence running along said northerly Right-of-Way line
- 6) N 88° 15' 00" E, 52.94 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #2 containing 640.00 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit "B"** attached hereto and by this reference being a part hereof

END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature SS

Date 12/22/17



EXISTING BUILDING

BLOCK 89 (1 C&T 2)

Attachment 1

N 88°15'00" E 100.00'

40.00'

60.00'

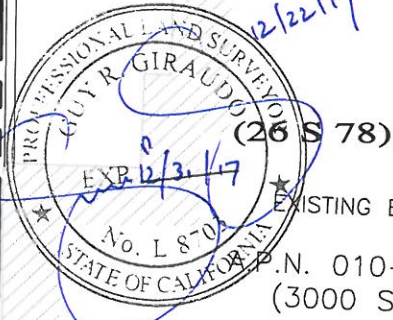
22'

6" TREE

" TREE

N 01°45'00" W 50.00'

A.P.N. 010-087-020
(2000 SQ. FT.)



EXISTING BUILDING

A.P.N. 010-087-019
(3000 SQ. FT.)

CURVE & LINE TABLES

CURVE #	DELTA	RADIUS	LENGTH
C1	04°30'19"	295.75'	23.26'

LINE #	BEARING	DISTANCE
L1	N 01°45'00" W	12.25'
L2	S 89°02'32" E	6.00'
L3	N 87°38'40" E	23.70'
L4	S 01°45'00" E	12.04'
L5	N 88°15'00" E	52.94'

POINT OF BEGINNING
(P.O.B.)

40.00'

L5

S 88°15'00" W 100.00'

60.00'

L4

L3

L2

C1

L1

25'

TO MISSION ST.

EIGHTH AVENUE

TO JUNIPERO AVE.

(A 50' WIDE CITY STREET)



AREA OF RIGHT-OF-WAY ABANDONMENT # 2

PROPERTY BOUNDARY

EXHIBIT "B"

DESCRIPTION PLAT

OF
RIGHT-OF-WAY ABANDONMENT
EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA
FOR

MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: DECEMBER 2017

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com



Fw: PRA 2021-070 (please add this to the city council packet) 8th ave

1 message

'steve dallas' via cityclerk <cityclerk@ci.carmel.ca.us>

Tue, Sep 28, 2021 at 3:49 PM

Reply-To: steve dallas <sgdallas@yahoo.com>

To: Brandon Swanson <bswanson@ci.carmel.ca.us>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>

Cc: Steve Dallas <sgdallas@yahoo.com>, Britt Avrit <cityclerk@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>

Brandon and Marnie

Please add this email and both attachments to the packet for the city council on this item 8th ave Junipero and Mission st

thank you
Steve Dallas

----- Forwarded Message -----

From: City Clerk PRA <city-clerk-pra@ci.carmel.ca.us>

To: Steve Dallas <sgdallas@yahoo.com>

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

Sent: Monday, September 27, 2021, 10:19:34 AM PDT

Subject: PRA 2021-070

Hello,

Attached please find the records on file in response to your request dated September 24, 2021, for the following:

*Sorry clarification **NORTH SIDE** not East Side is so stated in previous email my mistake.*

*RE: Sale of Public Property: **North Side** of Eighth Avenue between Junipero Avenue and Mission Street*

THIS IS A PUBLIC RECORDS REQUEST.

Please provide me copies of any City Council minutes between November 1, 2018 and September 24, 2021 regarding any discussions or actions pertaining to the disposition, or possible disposition, of any public property on Eighth Avenue between Junipero Avenue and Mission Street. Included in this request are copies of any agendas for Closed (Executive) Sessions of the City Council for the same period of time where there would be listed/identified any discussions regarding the disposition of aforementioned properties along Eighth Avenue between Junipero Avenue and Mission Street. Additionally, if any minutes exist of City Council Closed (Executive) Sessions on this topic, and those minutes would now be available to the public, I would like a copy of those minutes.

Thank you,

Leslie Fenton
Executive Assistant
PO Box CC
Carmel, CA 93921
831-620-2016

2 attachments



December 4, 2018 Meeting Minutes_Redacted.pdf
462K



January 8, 2019 Meeting Minutes_Redacted.pdf
1145K

**REGULAR MEETING
MINUTES
Tuesday, December 4, 2018
OPEN SESSION
4:30 PM**

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

1. CalPERS Pension Update


PUBLIC HEARINGS

2. Consideration of an appeal of a decision by the Forest and Beach Commission to deny the removal of 13 public trees in order to construct a new sidewalk along the north side of Eighth Avenue, between Junipero Avenue and Mission Street.

This item was continued to a date certain of January 8, 2019 at the Appellants' request.

FUTURE AGENDA ITEMS

ADJOURNMENT


Thomas A. Graves, MMC
City Clerk

REGULAR MEETING
Tuesday, January 8, 2019

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

Item A: City Administrator Announcements

Item B: City Attorney Announcements

Item C: Closed Session Oral Report in accordance with GC § 54957.1(a)

Item D: Councilmember Announcements

Councilmember Theis, Councilmember Reimers made remarks about the City Attorney, and thanked him for his service to the council and the City.

Councilmember Baron remarked that he didn't know Mr. Mozingo well, but that he wished him well.

Mayor Potter asked that the meeting be adjourned in memory of long-time Carmel resident Howard Brunn.

PUBLIC APPEARANCES

Jess – Carmel Youth Center

John Plastina

William Hood – ongoing harassment and violation of rights

Chris Hardy – Pescadero City Fire

Carol Hall – Carmel Residents Association

Cynthia Buell – Chamber of Commerce

Soerse Peters – Carmel Youth Center

Barbara Hood - ongoing harassment and violation of rights

Karen Ferlito – Cigarettes

Dale Byrne – Carmel Cares

Gary Hoffman – MPMWD District 5 representative

Richard Kreitmen

Lynn Ross

CONSENT AGENDA

Karen Ferlito asked to pull the Forester's Report (City is losing trees) and the Mail Delivery (\$70,000 seems high) items.

ACTION: Councilmember Reimers moved, seconded by Councilmember Baron, to approve the Consent Agenda.

AYES: RICHARDS, THEIS, REIMERS, BARON, POTTER

- Item 1:** Monthly Reports for November: 1.) City Administrator Contract Log; 2.) Community Planning and Building Department Reports; 3.) Police, Fire, and Ambulance Reports; 4.) Public Records Act Requests, and 5.) Forester Reports.
- Item 2:** November 2018 Check Register Summary
- Item 3:** Minutes of the November 27 Special, December 3 Special and December 4, 2018 Regular City Council Meetings.
- Item 4:** Resolution 2019-001, Adopting the Fiscal Year 2019-2020 Budget Schedule
- Item 5:** Resolution No. 2019-002, Authorizing a budget adjustment of \$15,000 from the Vehicle and Equipment Fund to purchase an all-terrain vehicle (ATV) and declare the existing ATV as surplus
- Item 6:** Resolution No. 2019-003, Authorizing the City Administrator to execute a professional services agreement with Peninsula Messenger Service for mail delivery services for a term of January 1, 2019 to December 31, 2019 in a total not to exceed the amount of \$70,200
- Item 7:** Resolution 2019-004, authorizing the City Administrator to execute a Memorandum of Understanding to join the Integrated Regional Water Management Group for the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region.

ORDERS OF BUSINESS

- Item 8:** Resolution 2019-005, Accepting the Independent Auditors' Report and Audited Financial Statements for the Fiscal Year Ending June 30, 2018

Sheldon Chavan presented the report.

ACTION: Councilmember Reimers moved, seconded by Councilmember Theis, to approve the Item 8.

AYES: RICHARDS, THEIS, REIMERS, BARON, POTTER

- Item 9:** Provide direction to staff on the Unfunded Accrued Liability (UAL) and endorse the participation in the Pension Rate Stabilization Program to pre-fund pension obligations and consider the adoption of Resolution 2019-006, authorizing City staff to issue a Request for Proposals for a Section 115 Trust.

City Administrator Rerig presented the staff report.

ACTION: Councilmember Richards moved, seconded by Councilmember Baron, to approve Item 9.

AYES: RICHARDS, THEIS, REIMERS, BARON, POTTER

PUBLIC HEARINGS

- Item 10:** Second Reading - Ordinance No. 2019-005, Adding Chapter 10.40.050 to the Municipal Code Prohibiting the Use of Shared Mobility Devices Within the City Of Carmel-by-the-Sea.

ACTION: Councilmember Theis moved, seconded by Councilmember Reimers, to approve the Consent Agenda.

AYES: RICHARDS, THEIS, REIMERS, BARON, POTTER

- Item 11:** Urgency Ordinance No. 2018-006 of the City of Carmel-by-the-Sea creating a program to regulate and permit sidewalk vending pursuant to California Senate Bill 946.

Ann Nielsen spoke in opposition
Richard Kreitman spoke in opposition
Karen Ferlito spoke in opposition
Bettina Taylor spoke in opposition
Mark DiOrio spoke in opposition
Stacy Steele spoke with concerns
Dale Byrne volunteered to make a mock-up

Todd Theis spoke in opposition
Rich Pepe
Jim Miller
Sue McCloud
Shirl Merritt
John Plastini
Cynthia Buell

Councilmembers proceeded to vote on amendments and additions to the Ordinance.

ACTION: Council proceeded with modifications to the Ordinance by consensus:

Modification #1: Councilmember Richards proposed that the permits be issued for an initial period of two months, not six months. No Consensus.

Modification #2: Councilmember Richards proposed that the purchaser of the permit also be required to be the operator of the cart. No Consensus.

Modification #2.1: Councilmember Baron proposed that in cases where the permit owner was an individual, they be required to be the operator of the cart. Discussion ensued about companies and corporations owning permits. Mayor Potter proposed the item proposal be continued to the next City Council meeting. Consensus.

Modification #3: Carts must be kept at a minimum distance of 25 feet from any memorial in Devendorf Park. Consensus.

Modification #4: Total number of permits to be allowed equals ten, issued on a first come basis. Consensus.

ACTION: Councilmember Richards moved, seconded by Councilmember Reimers, to approve the Urgency Ordinance.

AYES: RICHARDS, THEIS, REIMERS, POTTER
NOES: BARON

Item 12: Consideration of an appeal of a decision by the Forest and Beach Commission to deny the removal of 13 public trees in order to construct a new sidewalk along the north side of Eighth Avenue, between Junipero Avenue and Mission Street.

This item is continued at the Appellant's request.

FUTURE AGENDA ITEMS

Carmel Youth Center lease

ADJOURNMENT

APPROVED:



Dave Potter, Mayor

ATTEST:

  
Thomas A. Graves, MMC
City Clerk 



8th Avenue Abandonment - Fountain Project

1 message

Carolyn Hardy <chardy824@gmail.com>

Thu, Sep 30, 2021 at 3:34 PM

To: City of Carmel-by-the-Sea <cityclerk@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, "dpotter@ci.carmel.ca.us" <dpotter@ci.carmel.ca.us>, "brichards@ci.carmel.ca.us" <brichards@ci.carmel.ca.us>, "jbaron@ci.carmel.ca.us" <jbaron@ci.carmel.ca.us>, Carrie Theis <ctheis@ci.carmel.ca.us>, "kferlito@ci.carmel.ca.us" <kferlito@ci.carmel.ca.us>, Chip Rerig <crerig@ci.carmel.ca.us>

Please find attached a Memorandum regarding your October 5th agenda item.

Thank you for your consideration in reading it.

Ashley, will you please make it a part of the record? Thanks.

Carolyn Hardy

Sent from [Mail](#) for Windows



HARDY MEMO-8th AVENUE 9-30-2021.pdf
108K

MEMORANDUM

Date: October 1, 2021
 To: Mayor Potter and Councilmembers Baron, Ferlito, Richards & Theis
 CC: City Administrator Rerig; Planning Director Swanson; Acting City Clerk Wright
 From: Carolyn Hardy, former City Councilmember
 Re: **8th AVENUE RIGHT-OF-WAY ABANDONMENT – FOUNTAIN PROJECT**

Additional background information for your consideration---

On February 6, 2018, the City Council considered a preliminary review of this project in exchange for design and construction of a new sidewalk in the public right-of-way associated with Mr. Fountain's project. The applicant estimated the land value of the abandonment area at **\$175,125** and the cost to design and construct the sidewalk at **\$259,006** (for which he was willing to pay), plus additional fees for encroachment permit, tree removal permit, and lot line adjustment application, etc.

At that time, my overriding considerations in evaluating the project were **public safety and street improvements**. Now, what has come back to you for consideration is quite different again, and not nearly as good an offer from the applicant. The applicant was willing to pay for entire sidewalk which would have provided a safer path for pedestrians, better safety for area kids, and better access to the Scout House. Abandonment of right-of-way accommodated the project's driveway and retaining walls.

The Council approved it in concept and sent it on to Forest & Beach Commission where the request to remove trees was denied. The community objected to the removal, relocating and replacement of trees, viewed as a buffer to transition between the RC and R-1 districts. City Council was going to hear that appeal on December 4, 2018, but it was withdrawn. (The city has since removed one of the dead pine trees.) It appeared again on April 2, 2019 to consider an encroachment permit for the driveway retaining walls and a partial reversal of the denial of tree removal. You continued it to a date uncertain on a motion made by Councilmember Richards.

Fast forward to now---

I have had a change of heart about the project with the passage of time.

As the applicant wants to protect his existing fence encroachment at Junipero & Eighth and make it easier to build market-rate residences on a difficult lot in the RC district, I now believe it would be a mistake to consider declaring portions of the public right-of-way as "surplus" and thereby diminishing the public's and the utility companies' rights to use the land for public good.

Under franchise agreements, the city may need to allow utilities future use of this area. Currently, a power pole exists in the Mission & Eighth right-of-way with overhead utilities that cross the property. The land in question is a needed buffer between the road and property lines. Within the RC district, structures are built to the property line without setbacks. (Which is the problem Mr. Fountain found with his corner lot and why a picket fence was placed in the City's right-of-way to keep pedestrians away from the house.)

While we discourage overbuilding of city streets, the city could decide at some point to widen this truck route bottleneck in that block, especially since City Council is considering development on the Sunset Center North Lot a half block away, perhaps with a large parking structure. Abandonment would make it difficult for the city to make any future improvements or implement any prospective uses.

The applicant wants you to declare the property abandoned and **exempt** from the Surplus Land Act (SLA) and **declare it surplus for his personal and financial interests**. The SLA requires that the City offer other entities the opportunity to purchase surplus property and the State Legislature has made low- to moderate-income housing a priority and repurposing surplus land for that use. The applicant wants to avoid that status because he has claimed it would **not** be “economically viable” to build anything but market rate units and he needs the additional land to build two residences...on a difficult 2,000 square-foot lot, in a difficult spot, on the truck route.

I believe it would be foolish and short-sighted to sell our public land simply to make it easier for a property owner to build. **And it is not the city’s responsibility to give up its land to assist the property owner in developing his difficult lot for his own profit.**

Furthermore, to accept the offer of **\$86,045.70** (50% of the applicant’s current land valuation, which is lower than his valuation in 2018) in exchange for selling public land is a mistake for the city and a real bargain for the applicant. Keep in mind, he estimated the land at a higher value at that time *and* was willing to fund the \$259,000 sidewalk. No other mitigation options are being offered to you in this go-round, as they were for your April 2, 2019 meeting.

As good stewards of our public land and our public trust, please consider denying this request and allow Mr. Fountain the opportunity to come up with a better design for his empty lot, with your encouragement, of course.

Thanks for your consideration...



Agenda item 12, Signs, October 5th city council meeting

1 message

Jonathan Sapp <jws@sapp.net>
To: cityclerk@ci.carmel.ca.us

Thu, Sep 30, 2021 at 3:30 AM

Rather than having the wattage of bulbs for sign lighting expressed in Section 17.40.030 E, I suggest that the standard be expressed in lumens. This will permit a uniform lighting level regardless of the type of bulbs used.

Jonathan Sapp
P. O. Box 4948
Carmel-by-the-Sea CA 93921
831-620-5907



Fw: PRA Request that was sent to CAWD

1 message

'steve dallas' via cityclerk <cityclerk@ci.carmel.ca.us>

Thu, Sep 30, 2021 at 12:27 PM

Reply-To: steve dallas <sgdallas@yahoo.com>

To: Brandon Swanson <bswanson@ci.carmel.ca.us>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>

Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Britt Avrit <cityclerk@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>, Robert Harary <rharary@ci.carmel.ca.us>, Barbara Buikema <buikema@cawd.org>, Steve Dallas <sgdallas@yahoo.com>

"Please add this to the record"

Brandon and Chip,

Here was a PRA request i did for CAWD they are working on it as we speak.

Here is the response from the CAWD manager Barbara...clearly she though this issue was over... Which now it is NOT.

Now I hear Mr Stillwell is pushing forward again to putting his grease trap back on city property. (if you would like his communication with me i would be more that happy to emailed to you in a separate email)

Clearly there is a locating on Mr Stilwell property somewhere i believe he has 8 legal lots and he has space to the East (where his trash containers are located) or somewhere **inside** is new restaurant to put the grease trap...

Yes he might have to reconnect his new piping inside his new restaurant to accommodate the greases trap a little re-digging but it is what needs to happen.

Any professional would **never suggest putting a grease trap in the POW ever plus right next to a storm drain that is a disaster waiting to happen**, completely precedent setting thought our the city of carmel and CAWD!!!!

There is ZERO/No grease traps in the Public Right Away in CBTS or in CAWD

Clearly there are many location on Mr Sitwell property to put his grease trap on.

thanks
Steve Dallas

----- Forwarded Message -----

From: Barbara Buikema <buikema@cawd.org>

To: steve dallas <sgdallas@yahoo.com>; Kristina Pacheco <pacheco@cawd.org>

Sent: Tuesday, September 28, 2021, 01:55:42 PM PDT

Subject: RE: PRA Request

Steve

I will respond to this, but I should tell you that Mr. Stilwell has already notified CAWD that he will be seeking an alternative solution to an exterior grease interceptor. Could be that you've already "won the battle" as they say?

Attachment 1

Regards

Barbara Buikema

General Manager

Carmel Area Wastewater District

831-624-1248

From: steve dallas <sgdallas@yahoo.com>

Sent: Tuesday, September 28, 2021 1:42 PM

To: Kristina Pacheco <pacheco@cawd.org>; Barbara Buikema <Buikema@cawd.org>

Cc: Steve Dallas <sgdallas@yahoo.com>

Subject: PRA Request

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

TO; General Manager, Carmel Area Wastewater District

THIS IS A PUBLIC RECORDS REQUEST.

I would like copies of any and all communications between employees of the CAWD and:

1) Mr. Mark Stilwell

2) Employees of the City of Carmel-by-the-Sea

in regards to the renovation/remodel of the Carmel Lodge (formerly Carmel Sands) hotel/restaurant at San Carlos and Fifth Avenue in Carmel-by-the-Sea between January 1, 2020 and September 28, 2021.

thank you

Steve Dallas



Surplus land declaration. Seriously?

1 message

Steve Gleitsmann <steve@gleitsmann.com>
To: cityclerk@ci.carmel.ca.us

Thu, Sep 30, 2021 at 10:34 PM

Good evening,

I just read in the most recent edition of the Carmel Pine Cone that the city is considering to declare a section of public land as "surplus" so it can be acquired by a property developer.

Why would the City consider selling public property to a developer for private gain if this isn't for the benefit of the community? And the ridiculously low price per square foot mentioned in the Pine Cone article can hardly be considered a benefit - to me this looks more like a giveaway.

I am completely opposed to this and submit this message in opposition.

Steve Gleitsmann
Lincoln 3SW of 2nd



Item #14 for council distribution and record Council meeting 10/5/2021

1 message

'**steve dallas**' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Oct 4, 2021 at 10:36 PM

Reply-To: steve dallas <sgdallas@yahoo.com>

To: Britt Avrit <cityclerk@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>

Cc: Steve Dallas <sgdallas@yahoo.com>

fyi

see attachment please

Steve Dallas



8th ave.rtf

2K

For the record Item # 14 Carmel by the Sea City Council for October 5, 2021

Former mayors object

Dear Editor,

For more than a century, Carmel city councils have protected city lands, beginning with the acquisition of the sand dunes in 1921. Through the generosity of many, and especially the Carmel Development Company, which gave us the land for our streets in Carmel's earliest years, our elected officials have safeguarded our community's property assets. Through 10 decades of cumulative efforts by successive city councils, our generation is the recipient of their good work and protective actions.

On next week's city council agenda is a proposal that does not protect a public asset. If approved, the council would transfer land to a private individual for private gain.

The council will consider the **disposition of public right-of-way** on the north side of Eighth Avenue between Junipero and Mission, adjacent to and easterly of the Scout House. (See legal ad, page 25A, of last week's Pine Cone.)

This is outrageous! It is a violation of the public trust we expect of our elected officials.

Please, write the city clerk so your opposition can be received and provided to the councilors. **Save our public lands!**

**Charlotte Townsend, Ken White,
Sue McCloud and Steve G. Dallas
Mayors of Carmel-by-the-Sea**

Former



Letter attached re: Proposed Fountain "Land Grab" on 8th Avenue on today's City Council Agenda

1 message

'Julie Wendt' via cityclerk <cityclerk@ci.carmel.ca.us>

Tue, Oct 5, 2021 at 9:40 AM

Reply-To: Julie Wendt <juliemwendt@yahoo.com>

To: City of Carmel-by-the-Sea <cityclerk@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, dpotter@ci.carmel.ca.us, brichards@ci.carmel.ca.us, Jeff Baron <jbaron@ci.carmel.ca.us>, Carrie Theis <ctheis@ci.carmel.ca.us>, kferlito@ci.carmel.ca.us, Chip Rerig <crerig@ci.carmel.ca.us>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>

Ashley, please forward a copy of the attached letter to the City Attorney, Brian Pierik, since I do not have his email address. Also, please include this letter as part of the public record.

Thank you,
Julie Wendt



Doc3.pdf
41K

October 5, 2021

Mayor David Potter and Members of the Carmel City Council
City Hall
Carmel-by-the-Sea, California

Re: Proposed Fountain “Land Grab” on 8th Avenue

Honorable Mayor and Council Members:

We are long-time residents of our village and are astonished and outraged at the absurdity and lack of candor of Mr. Fountain’s application seeking a conveyance to him of a portion of the public right-of-way on the north side of 8th Avenue, from Junipero west to the historic resource, the Scout House. Its absurdity is illustrated by his stated reason for seeking the “surplus property,” which is to avoid having to restrict one of the two residential units he proposes on his sub-standard, topographically-challenged lot to affordable housing. The City’s need for affordable units is critical and we suggest you need read no further in the application in order to justify denial.

However, if you examine the facts of this confusing application further, it is clear you cannot legally approve it.

1. This is Not “Surplus Property”: Property surplus to the City’s needs might be a parking lot no longer needed for public purposes or an unused portion of parkland. This property is part of an existing, functioning and very busy public street, specifically the dirt sidewalk portion of the right-of-way. The staff report evidences that this dirt sidewalk is used for pedestrian access from Junipero and that a prior encroachment permit allowed construction of a fence to safeguard privacy of the existing residence from the pedestrians who use the dirt sidewalk. Thus, it is clear that pedestrians currently use the dirt sidewalk between Junipero and Mission.

2. This is Not a Sale of “Surplus Property” but a Requested Vacation of a Portion of a Public Street: As the staff report points out, the Streets and Highways Code governs the vacation of a portion of a public street, and Section 8324 provides that the Council can act to vacate only if it makes written findings based on substantial evidence in the record that the property is “... unnecessary for present or prospective public use.” This finding cannot be made because it is presently being used as a dirt sidewalk by the public as part of a busy street and, in all likelihood, will be needed as a part of adaptive reuse of the Scout House to provide pedestrian access to Junipero. Indeed, the Council should not even discuss this request until it has adopted the resolution of intention and given the notice of its intent to vacate required by the Streets and Highways Code. Interestingly, if the property is ultimately vacated, it will likely revert to the applicant’s ownership automatically without any requirement for a conveyance by the City since streets are generally owned to the center line by the adjacent lot owner, subject to the dedication for public street purposes. Once the dedication is vacated, the property does not become “surplus” city property, but reverts to the lot owner’s fee ownership.

3. Impacts Upon a Historic Resource: The Scout House is listed on the City's Inventory of Historic Resources and constitutes a valuable historic resource. To cut off pedestrian access to Junipero may, in the future, adversely impact that historic resource to say nothing of the excavation and construction on the applicant's sub-standard adjoining lot. Before Council can vacate the sidewalk, it must by City Ordinance refer the matter to the Historic Resources Board for consideration.

4. CEQA Violation: The California Environmental Quality Act requires the City to analyze and mitigate the impacts of all "projects" it approves. The requested vacation is a "project" and requires a CEQA analysis. As the City knows from consideration of the Jeffer's Cabin on Monte Verde, if a historic resource is being impacted, the CEQA analysis must be a full EIR. No CEQA analysis has been prepared and for that reason alone the Council cannot take any action on this request.

5. The Real Reason for the Application: Our recollection of Planning Commission's design approval in 2017 is hazy, and staff should research this, but the Planning Commission's design approval contained a condition that he improve the sidewalk adjacent to his property and along the Scout House frontage. To do that would have required extensive excavation and removal of over ten mature trees. The public, led by Barbara Livingston, came out strongly against it, and the Forest and Beach Commission denied permission to remove the trees. Thus, unless the applicant can get rid of the necessity for a public sidewalk and extensive retaining walls in the right-of-way, the project cannot move forward. Oddly, the staff report does not mention this fact.

6. Conclusion: We feel sure that you will agree that this application is, to put it charitably, not in the public interest and deny it. This development was one of the last that Barbara Livingston strenuously opposed. She understood that the applicant was simply trying to jam too much on a sub-standard lot.

Wilson and Julie Wendt
Residents of Carmel-by-the-Sea

CC: Chip Rerig, City Administrator
CC: Brian Pierik, City Attorney
CC: Brandon Swanson, Planning Director
CC: Marnie Waffle, Senior Planner



Fwd: Council Questions about the Solid Waste and Materials Recovery Ordinance

1 message

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

Tue, Oct 5, 2021 at 11:47 AM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Agnes Martelet** <amartelet@ci.carmel.ca.us>
Date: Tue, Oct 5, 2021 at 11:37 AM
Subject: Fwd: Council Questions about the Solid Waste and Materials Recovery Ordinance
To: Carrie Theis <ctheis@ci.carmel.ca.us>, Jeff Baron <jbaron@ci.carmel.ca.us>, Bobby Richards <brichards@ci.carmel.ca.us>, Karen Ferlito <kferlito@ci.carmel.ca.us>, Dave Potter <dpotter@ci.carmel.ca.us>
Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Robert Harary <rharary@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>

Mayor and Council Members,
Please see below answers to questions received regarding the Ordinance amendment:

1. Please clarify who will get yellow bins (ie residential? commercial?)

The yellow bins are being phased out.

Residential properties will keep their existing three bins - grey, green, and blue. Residential food waste will go in the *green* bin.

Commercial businesses that have existing food waste service in yellow bins will keep their bins; however, as the bins break or need to be replaced due to deterioration, they will be replaced by green bins. Businesses that apply for new organics collection service, will be provided with a green bin.

2. Carmel's Zoning Ordinance may be revised to allow for enclosures of trash and recycling containers to be located in front or side yards. How would this modify the new solid waste and materials recovery ordinance? Does the new waste ordinance require enclosures to be built?

The new waste ordinance requires that residential properties subscribe to the 3-bin service; it does not have specific requirements for enclosures on residential properties. The new waste ordinance does require minimum trash enclosure sizing standards for new commercial and multi-family construction and major additions. If the Zoning Ordinance is revised to allow for trash enclosures in front or side yards, it should specify that these enclosures must be sized to accommodate 3 bins.

3. How will public outreach occur for people whose second language is English?

We are working regionally to develop public outreach products that will be in English and Spanish. Public Outreach by GreenWaste will also be in English and Spanish (as it currently is). Additionally, we have found over the years that public outreach that relies on images to show what is allowed in which container is more effective so the public outreach that is developed will also rely largely on images of allowed and prohibited products.

Let me know if there are any other questions (please do not reply all),

Thank you,

Agnes Martelet
Environmental Compliance Manager
CPSWQ, QSD

On Tue, Oct 5, 2021 at 9:37 AM Robert Harary <rhrary@ci.carmel.ca.us> wrote:

Hi Agnes,

As we just discussed, please reply to the 3 questions/concerns that Council raised about the new Ordinance. (Chip - these answers were proactively included into Agnes's excellent, well-rehearsed, 17 minute presentation.)

1. Please clarify who will get yellow bins (ie residential? commercial?)
2. Carmel's Zoning Ordinance may be revised to allow for enclosures of trash and recycling containers to be located in front or side yards. How would this modify the new solid waste and materials recovery ordinance? Does the new waste ordinance require enclosures to be built?
3. How will public outreach occur for people whose second language is English?

Thanks
Bob



EIGHTH AVENUE PETITION

TO: THE CITY COUNCIL OF CARMEL-BY-THE-SEA

We, the signatories listed below, are opposed to the disposition of the public property on the northside of Eighth Avenue between Junipero Avenue and Mission Street, as proposed for the City Council meeting of October 5, 2021. Our public assets are NOT FOR SALE!

SIGNATURE

PRINTED NAME

DATE

Susan McCloudSUSAN McCLOUD9/29/21Marta G CayceMARTA G. CAYCE10/1/21John E. O'GradyJOHN E. O'GRADY10/1/21John E. O'GradyJOHN E. O'GRADY10-1-21Eric TarboxERIC TARBOX10-1-21Carolyn HardyCAROLYN HARDY10-1-21Steve C. WilsonSTEVE C. WILSONOCT-1, 2021Judy RefuerzoJudy Refuerzo10-1-21David RefuerzoDavid Refuerzo10-1-2021Jack PappademasJACK PAPPADEMAS10-1-2021Doyle MoserDoyle Moser831-659-2189Eric SandERIC SAND831.372.1788Steve O'DellSteve O'Dell831-773-4152



Fwd: Outdoor dining

1 message

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

Tue, Oct 5, 2021 at 2:25 PM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Bobby Richards** <bobbyrichards6@gmail.com>
Date: Tue, Oct 5, 2021 at 1:21 PM
Subject: Fwd: Outdoor dining
To: Ashlee Wright <awright@ci.carmel.ca.us>

Sent from my iPhone

Begin forwarded message:

From: "Moore, Susan x7664" <MooreS@co.monterey.ca.us>
Date: September 29, 2021 at 4:04:37 PM PDT
To: Bobby Richards <bobbyrichards6@gmail.com>
Subject: FW: Outdoor dining

District 5 received Dr. Moreno's response and I will bring it to the attention of Supervisor Adams and her aides.

Susan Moore

Executive Assistant to Supervisor Mary L. Adams

Scheduler & Office Manager for District 5

County of Monterey, District 5

[1200 Aguajito Road, Suite #1](#)

[Monterey, CA 93940](#)

Phone: 831-647-7755



Please consider the environment before printing this e-mail.

•

From: 100-District 5 (831) 647-7755
Sent: Wednesday, September 29, 2021 3:48 PM
To: 'Bobby Richards' <bobbyrichards6@gmail.com>
Subject: RE: Outdoor dining

Thinking that Dr. Moreno must received hundreds of e-mails every day, I forwarded your e-mail to two Health Department employees for assistance in bringing your inquiry to his attention. Hopefully you will get a more detailed response from Dr. Moreno in the near future. If you need further assistance from our office, please let me know. Thank you.

Susan Moore

Executive Assistant to Supervisor Mary L. Adams

Scheduler & Office Manager for District 5

County of Monterey, District 5

[1200 Aguajito Road, Suite #1](#)

[Monterey, CA 93940](#)

Phone: 831-647-7755



Please consider the environment before printing this e-mail.

From: Bobby Richards <bobbyrichards6@gmail.com>
Sent: Wednesday, September 29, 2021 3:26 PM

To: 100-District 5 (831) 647-7755 <district5@co.monterey.ca.us>
Subject: Re: Outdoor dining

Attachment 1

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

I did get this:

Hello Council member

I just opened your email.

I hope to get back to you soon.

Ed

Sent from my iPhone

On Sep 29, 2021, at 3:15 PM, 100-District 5 (831) 647-7755 <district5@co.monterey.ca.us> wrote:

Mr. Richards: Did you happen to get a response from Dr. Moreno?

Susan Moore

Executive Assistant to Supervisor Mary L. Adams

Scheduler & Office Manager for District 5

County of Monterey, District 5

1200 Aguajito Road, Suite #1

[Monterey, CA 93940](#)

Phone: 831-647-7755

<image001.png>

Please consider the environment before printing this e-mail.

Please note: If a matter is to be heard at an upcoming Board of Supervisors' meeting and you are sending an e-mail either the night before or the day of that meeting, please do not send correspondence to our office only as we may not see it prior to the BOS meeting.

Instead, please send your e-mail to the Clerk of the Board at: cob@co.monterey.ca.us Attachment 1
The Clerk will distribute your e-mail in a timely manner to all Monterey County Supervisors, their staff and other County employees associated with the matter. Thank you for your cooperation.

The Board of Supervisors' agenda(s) and agenda packet(s) can be found online by visiting the following link: <https://monterey.legistar.com/Calendar.aspx>

COVID vaccination sites: <https://www.montereycountyvaccines.com/>

Public Works Road Traffic Advisories, Closures & Information:

<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/road-closures-information>

Connect with Mary Adams:

- on [Facebook](#)
- via [E-Newsletter](#)

-----Original Message-----

From: Bobby Richards <bobbyrichards6@gmail.com>

Sent: Wednesday, September 29, 2021 10:33 AM

To: Moreno, Edward 755-4585 <MorenoEL@co.monterey.ca.us>

Cc: 100-District 4 (831) 883-7570 <district4@co.monterey.ca.us>; 100-District 1 (831) 647-7991 <district1@co.monterey.ca.us>; 100-District 2 (831) 755-5022 <district2@co.monterey.ca.us>; 100-District 3 (831) 385-8333 <district3@co.monterey.ca.us>; 100-District 5 (831) 647-7755 <district5@co.monterey.ca.us>

Subject: Outdoor dining

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good morning Dr. Moreno,

I am currently a member of the Carmel by the Sea city council. We have a very controversial decision coming up next week. As of now we are allowing public right of way to be used for outdoor dining. Of course many restaurants and a large amount of guest would like to continue this use. On the other side many others would like to see this come to an end. The council is divided on the issue. While I do not particularly like the look for our village I am concerned about the safety and the potential lack of outdoor seating areas in our town during this critical time.

Would you please tell me your opinion around the subject of dining outside?

The simple questions:

Does indoor dining promote the spread of Covid -19?

Is outdoor dining a safer option concerning the spread of Covid-19?

Would you recommend dining outside if vaccinated and given a choice?

Please get back to me on these three questions. The decision I am faced with is very important to our small town. While I am taking several issues into consideration, your opinion as our County Health Director is very important to me. Attachment 1

Respectfully,

Bobby Richards

831-917-5427

Sent from my iPhone



Fwd: Outdoor dining

1 message

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

Tue, Oct 5, 2021 at 2:25 PM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Bobby Richards** <bobbyrichards6@gmail.com>
Date: Tue, Oct 5, 2021 at 1:19 PM
Subject: Fwd: Outdoor dining
To: Ashlee Wright <awright@ci.carmel.ca.us>

Sent from my iPhone

Begin forwarded message:

From: Bobby Richards <bobbyrichards6@gmail.com>
Date: September 29, 2021 at 3:27:36 PM PDT
To: "100-District 5 (831) 647-7755" <district5@co.monterey.ca.us>
Subject: Re: Outdoor dining

This is from Ventura:
Dear Mr. Richards;

I am the Health Officer for Ventura County. I don't believe you are in my county unless you're asking about a particular restaurant called Carmel by the Sea in Ventura County.

In any case, the answers to your questions are:

Does indoor dining promote the spread of Covid -19? Yes.
Is outdoor dining a safer option concerning the spread of Covid-19? Yes.
Would you recommend dining outside if vaccinated and given a choice? Yes.

Yes to all 3 questions.

Sent from my iPhone

On Sep 29, 2021, at 3:25 PM, Bobby Richards <bobbyrichards6@gmail.com> wrote:

I did get this:
Hello Council member

I just opened your email.

Attachment 1

I hope to get back to you soon.

Ed

Sent from my iPhone

On Sep 29, 2021, at 3:15 PM, 100-District 5 (831) 647-7755
<district5@co.monterey.ca.us> wrote:

Mr. Richards: Did you happen to get a response from
Dr. Moreno?

Susan Moore

Executive Assistant to Supervisor Mary L. Adams

Scheduler & Office Manager for District 5

County of Monterey, District 5

1200 Aguajito Road, Suite #1

[Monterey, CA 93940](#)

Phone: 831-647-7755

<image001.png>

Please consider the environment before printing this e-mail.

Please note: If a matter is to be heard at an upcoming Board of Supervisors' meeting and you are sending an e-mail either the night before or the day of that meeting, please do not send correspondence to our office only as we may not see it prior to the BOS meeting. Instead, please send your e-mail to the Clerk of the Board at: cob@co.monterey.ca.us The Clerk will distribute your e-mail in a timely manner to all Monterey County Supervisors, their staff and other County employees associated with the matter. Thank you for your cooperation.

The Board of Supervisors' agenda(s) and agenda packet(s) can be found online by visiting the following link: <https://monterey.legistar.com/Calendar.aspx>

COVID vaccination sites: <https://www.montereycountyvaccines.com/>

Public Works Road Traffic Advisories, Closures & Information:
<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/road-closures-information>

Connect with Mary Adams:

- on [Facebook](#)
- via [E-Newsletter](#)

-----Original Message-----

From: Bobby Richards <bobbyrichards6@gmail.com>
Sent: Wednesday, September 29, 2021 10:33 AM
To: Moreno, Edward 755-4585 <MorenoEL@co.monterey.ca.us>
Cc: 100-District 4 (831) 883-7570 <district4@co.monterey.ca.us>; 100-District 1 (831) 647-7991 <district1@co.monterey.ca.us>; 100-District 2 (831) 755-5022 <district2@co.monterey.ca.us>; 100-District 3 (831) 385-8333 <district3@co.monterey.ca.us>; 100-District 5 (831) 647-7755 <district5@co.monterey.ca.us>
Subject: Outdoor dining

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good morning Dr. Moreno,

I am currently a member of the Carmel by the Sea city council. We have a very controversial decision coming up next week. As of now we are allowing public right of way to be used for outdoor dining. Of course many restaurants and a large amount of guest would like to continue this use. On the other side many others would like to see this come to an end. The council is divided on the issue. While I do not particularly like the look for our village I am concerned about the safety and the potential lack of outdoor seating areas in our town during this critical time.

Would you please tell me your opinion around the subject of dining outside?

The simple questions:

Does indoor dining promote the spread of Covid -19?

Is outdoor dining a safer option concerning the spread of Covid-19?

Would you recommend dining outside if vaccinated and given a choice?

Please get back to me on these three questions. The decision I am faced with is very important to our small town. While I am taking several issues into consideration, your opinion as our County Health Director is very important to me.

Respectfully,

Bobby Richards

Attachment 1

831-917-5427

Sent from my iPhone



Fwd: Outdoor dining

1 message

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

Tue, Oct 5, 2021 at 3:03 PM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Bobby Richards** <bobbyrichards6@gmail.com>
Date: Tue, Oct 5, 2021 at 1:18 PM
Subject: Fwd: Outdoor dining
To: Ashlee Wright <awright@ci.carmel.ca.us>

Sent from my iPhone

Begin forwarded message:

From: Bobby Richards <bobbyrichards6@gmail.com>
Date: September 29, 2021 at 3:26:34 PM PDT
To: "100-District 5 (831) 647-7755" <district5@co.monterey.ca.us>
Subject: Re: Outdoor dining

This was from Santa Cruz:
Bobby,

Sorry for the delay getting back to you. We weren't sure if you meant to contact us here in Santa Cruz County when you are in Monterey County. I can tell you that here in Santa Cruz county, both the County and many cities are continuing the practice of offering parking spaces and other right of way spaces to restaurants for outdoor dining space. The demand by patrons for outdoor rather than indoor dining continues. Generally, we would say that most congregating activity done outdoors rather than indoors reduces the chance of virus transmission.

Sent from my iPhone

On Sep 29, 2021, at 3:25 PM, Bobby Richards <bobbyrichards6@gmail.com> wrote:

I did get this:
Hello Council member

I just opened your email.

I hope to get back to you soon.

Ed

Sent from my iPhone

On Sep 29, 2021, at 3:15 PM, 100-District 5 (831) 647-7755
<district5@co.monterey.ca.us> wrote:

Mr. Richards: Did you happen to get a response from
Dr. Moreno?

Susan Moore

Executive Assistant to Supervisor Mary L. Adams

Scheduler & Office Manager for District 5

County of Monterey, District 5

1200 Aguajito Road, Suite #1

[Monterey, CA 93940](#)

Phone: 831-647-7755

<image001.png>

Please consider the environment before printing this e-mail.

Please note: If a matter is to be heard at an upcoming Board of Supervisors' meeting and you are sending an e-mail either the night before or the day of that meeting, please do not send correspondence to our office only as we may not see it prior to the BOS meeting. Instead, please send your e-mail to the Clerk of the Board at: cob@co.monterey.ca.us The Clerk will distribute your e-mail in a timely manner to all Monterey County Supervisors, their staff and other County employees associated with the matter. Thank you for your cooperation.

The Board of Supervisors' agenda(s) and agenda packet(s) can be found online by visiting the following link: <https://monterey.legistar.com/Calendar.aspx>

Public Works Road Traffic Advisories, Closures & Information:

<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/road-closures-information>

Connect with Mary Adams:

- on [Facebook](#)
- via [E-Newsletter](#)

-----Original Message-----

From: Bobby Richards <bobbyrichards6@gmail.com>

Sent: Wednesday, September 29, 2021 10:33 AM

To: Moreno, Edward 755-4585 <MorenoEL@co.monterey.ca.us>

Cc: 100-District 4 (831) 883-7570 <district4@co.monterey.ca.us>; 100-District 1 (831) 647-7991 <district1@co.monterey.ca.us>; 100-District 2 (831) 755-5022 <district2@co.monterey.ca.us>; 100-District 3 (831) 385-8333 <district3@co.monterey.ca.us>; 100-District 5 (831) 647-7755 <district5@co.monterey.ca.us>

Subject: Outdoor dining

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good morning Dr. Moreno,

I am currently a member of the Carmel by the Sea city council. We have a very controversial decision coming up next week. As of now we are allowing public right of way to be used for outdoor dining. Of course many restaurants and a large amount of guest would like to continue this use. On the other side many others would like to see this come to an end. The council is divided on the issue. While I do not particularly like the look for our village I am concerned about the safety and the potential lack of outdoor seating areas in our town during this critical time.

Would you please tell me your opinion around the subject of dining outside?

The simple questions:

Does indoor dining promote the spread of Covid -19?

Is outdoor dining a safer option concerning the spread of Covid-19?

Would you recommend dining outside if vaccinated and given a choice?

Please get back to me on these three questions. The decision I am faced with is very important to our small town. While I am taking several issues into consideration, your opinion as our County Health Director is very important to me.

Respectfully,

Bobby Richards

831-917-5427

Attachment 1

Sent from my iPhone



Fwd: Moreno

1 message

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

Tue, Oct 5, 2021 at 3:28 PM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Bobby Richards** <bobbyrichards6@gmail.com>
Date: Tue, Oct 5, 2021 at 3:18 PM
Subject: Moreno
To: Ashlee Wright <awright@ci.carmel.ca.us>

Good afternoon Council member.

In the past, the California Department of Public Health (CDPH) has stated that outdoor activities pose a lower risk of transmission of COVID-19 than indoor activities. This has prompted recommendations to move indoor activities outside whenever possible. However, now that California has moved beyond the Blueprint for a Safer Economy, many businesses have resumed indoor activities.

We continue to align Monterey County Public Health with CDPH and State Health Officer COVID-19 Guidance and Orders. Regarding dining outside if vaccinated and given a choice, outdoor activities such as outdoor public dining do provide a lower risk of transmission than indoor activities. However, we would still refer you back to CDPH which currently allows both outdoor and indoor dining.

Regardless of the City's ultimate choice on restaurant use of public right of way, I would like to emphasize that increasing the proportion of people that are vaccinated will have the greatest impact on reducing transmission of COVID-19.

I will end by suggesting that businesses continue to maximize ventilation, filtration and air quality in indoor settings. CDPH provides some simple to read indoor air quality ventilation tips at <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Indoor-Air-Quality-Ventilation-Tips--en.pdf>. CDPH and CalOSHA also provide guidance for employers at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Interim-Guidance-for-Ventilation-Filtration-and-Air-Quality-in-Indoor-Environments.aspx>.

Ed

Sent from my iPhone